FRANCHISE DISCLOSURE DOCUMENT

BOUQUET BOX

FLOWER BAR

Bouquet Box Flower Bar LLC
a Florida limited liability company
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Bouquet Box Flower Bar franchises conduct group events at which participants create their own personal floral arrangement.

The total initial investment necessary to begin operation of a Bouquet Box Flower Bar franchise is $20,550 to $75,250. This includes $15,000 to $50,000 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 governmental 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 Amy Nebens at flowerbar@bouquetbox.com.

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 disclosure document to an advisor, like a lawyer or an accountant.

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

The issuance date of this Franchise Disclosure Document is **April 9, 2026**

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 and Exhibits D and E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 and Exhibit F include financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only "Bouquet Box" business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a "Bouquet Box" franchisee?	Item 20 and Exhibits D and E list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

WHAT YOU NEED TO KNOW ABOUT FRANCHISING *GENERALLY*

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

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

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

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

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

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

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

SOME STATES REQUIRE REGISTRATION

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

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

SPECIAL RISKS TO CONSIDER ABOUT *THIS* FRANCHISE

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

1. Out-of-State Dispute Resolution. The Franchise Agreement requires you to resolve disputes with us by mediation, arbitration and litigation only in the judicial district in which we have our principal place of business at the time the action is commenced, which is currently Davie, Florida. Out-of-state arbitration and litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate or litigate with us or sue us in Florida than in your own state.

2. Minimum Payments. You must make minimum royalty or advertising fund payments regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

3. Operating History: The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

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

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Item 1 The Franchisor and Any Parents, Predecessors, and Affiliates

This disclosure document describes BOUQUET BOX FLOWER BAR franchises. In this disclosure document:

"**Franchisor**," "**we**", "**us**" and "**our**" mean Bouquet Box Flower Bar LLC, the franchisor.

"**You**," "**your**," or "**Franchisee**" refers to the individual or company that enters into a franchise agreement with us.

"**Owners**" means the person(s) identified in the Franchise Agreement as owners of the Franchisee and all other persons whom we may subsequently approve to acquire an interest in the franchise.

The Franchisor

The franchisor is Bouquet Box Flower Bar LLC. We are a Florida limited liability company that was organized on May 22, 2024. Our principal place of business is at 2460 SW 116th Terrace, Davie, Florida 33325. We conduct business only under our legal name. We do not engage in any business activities other than offering BOUQUET BOX FLOWER BAR franchises and events.

We began offering BOUQUET BOX FLOWER BAR franchises in September 2024. We have never offered franchises in any other line of business.

To the extent we have appointed agents for service of process in other states, they are listed in Exhibit C to this disclosure document.

Our Parent, Predecessor, and Affiliates

The Bouquet Box Flower Bar Business is the "occasions" spinoff of our affiliate's BOUQUET BOX business. Our affiliate is Bouquet Box LLC, a California limited liability company organized in April 2019. Bouquet Box LLC's principal place of business is 4500 Park Granada, Suite 204, Calabasas, California 91302. Bouquet Box LLC runs an online, direct-to-consumer, do-it-yourself floral arranging subscription product, which is sold on its e-commerce platform at *bouquetbox.com.* In this disclosure document, we refer to our affiliate's business as the "**DIY Business**." The DIY Business does not involve the organization, scheduling and presentation of floral arranging events conducted on a group basis. Our affiliate has never offered franchises in any line of business

We do not have any other parents, predecessors or affiliates that must be included in this Item.

The Franchise Rights Offered

We offer franchises to operate a business that provides luxury event experiences where guests create their own floral arrangements using top-quality flowers and vases, guided by a mini master class in floral styling (the "**Bouquet Box Flower Bar Business**"). Each event ("**BBFB Event**") is custom-designed and may be themed, color-based, flower-specific, or tailored to varied levels of distinctive collections and accessories. BBFB Events are designed for people of all ages and for a plethora of events including galas, corporate functions, weddings, bridal showers, sweet sixteens, birthday celebrations, bar and bat mitzvahs, quinceañeras, baby showers, fundraising events, premiere parties, brand launches, and more.

We have developed a set of standards, specifications and operating procedures for the Bouquet Box Flower Bar Business (collectively, the "**System**"). The distinguishing characteristics of the System include our flower selections, floral designs, and arranging instructions; our web-based proposal/invoice/payment management system (the "**PIP System**"); our web-based event order management system (the "**OMS**"); our techniques for marketing to and engaging with individuals and organizations who sponsor and host BBFB Events ("**Clients**"); our specifications for designing, scheduling, pricing, and conducting BBFB Events, including prepping flowers and equipment, transportation to the site, setup, displays, signage, branding, co-branding with the Client, and interacting with Clients and their event planners and guests; our relationships with flower farms and vendors of other supplies and services; our selection, mix, and specifications for branded linens, aprons, towels and other accessories; our customer service standards; and the accumulated experience reflected in our franchisee training program and materials. These are not necessarily all of the elements of the System. We may change, improve, add to, delete from, and further develop the elements of the System from time to time.

We have described our mandatory and recommended standards and procedures ("**System Standards**" or "**Brand Standards**") in a confidential operations manual (the "**Brand Standards Manual**"). If you become a franchisee, we will provide you with electronic access to the Brand Standards Manual. We have the right to change the Brand Standards Manual and the System Standards at any time.

We offer franchises only to persons and business entities that meet our qualifications and are willing to undertake the investment and effort to own and operate a Bouquet Box Flower Bar Business. Our current form of Franchise Agreement appears in Exhibit A to this disclosure document. The Franchise Agreement authorizes you to use System and the trademarks, service marks, trade names, logos, and symbols we designate (the "**Licensed Marks**") within a specified geographic territory (the "**Territory**"). In this disclosure document, "**Franchised Business**" refers to the specific Bouquet Box Flower Bar business that you would operate.

Industry-Specific Regulations

We are not aware of any laws or regulations that are specific to the type of business that you would operate as a Bouquet Box Flower Bar franchisee. However, you will have to comply with federal and state laws and regulations applicable to businesses generally (such as workers' compensation, OSHA, the Americans with Disabilities Act, and possibly health, sanitation, and waste disposal laws). You should consult with your attorney about all laws and regulations that may affect your Franchised Business.

Market and Competition

The market for the type of services offered by Bouquet Box Flower Bar Businesses is developing. You may have to compete with florist businesses as well as with other companies that offer individuals and organizations the opportunity to sponsor and host events offering group instruction in artistic activities, skills, and crafts (such as flower arranging, painting, gardening, jewelry-making, cooking, and paper crafts).

Item 2 Business Experience

Amy Nebens: Co-Founder

Ms. Nebens co-founded the Bouquet Box Flower Bar business in April 2023 when the first BBFB Event was held. She has been a managing member of Bouquet Box Flower Bar LLC since its formation in May 2024. She co-founded our affiliate, Bouquet Box LLC, in April 2019. She resides and works in Davie, Florida.

Courtney Sixx: Co-Founder

Ms. Sixx co-founded the Bouquet Box Flower Bar business in April 2023 when the first BBFB Event was held. She has been a managing member of Bouquet Box Flower Bar LLC since its formation in May 2024. She co-founded our affiliate, Bouquet Box LLC, in April 2019. She resides and works in Jackson, Wyoming.

Item 3 Litigation

No litigation information is required to be disclosed in this Item.

Item 4 Bankruptcy

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

Item 5 Initial Fees

The base initial franchise fee ("**Franchise Fee**") is $15,000 for a territory with a population of up to 250,000 people. For a territory with a population above 250,000 people, the initial franchise fee will be calculated as follows:

Population	Franchise Fee
250,000 to 500,000 people	$20,000
500,000 to 750,000 people	$25,000
750,000 to 1,000,000 people	$30,000
1,000,000 to 1,250,000 people	$35,000
1,250,000 to 1,500,000 people	$40,000
1,500,000 to 1,750,000 people	$45,000
1,750,000+	$50,000

You must pay the full initial franchise fee when you sign the Franchise Agreement.

The initial franchise fee is uniformly imposed on new franchisees and is non-refundable, even if you fail to open the franchise for business. We do not offer financing for the initial franchise fee.

In our fiscal year ended December 31, 2025, we collected initial fees in the amount of $25,000.

Item 6 **Other Fees**

Type of Fee (Note 1)	Amount	Due Date	Remarks
Royalty	10% of Event Revenue	We deduct the Royalty from the funds paid by the Client for the BBFB Event. We remit the amount remaining after all deductions (the "**Franchise Revenue**") to you by Automated Clearing House (ACH) or electronic funds transfer within 14 days after the BBFB Event to which they relate.	"**Event Revenue**" means all revenue from the delivery of BBFB Events and the sale of products and services and all other income of every kind related to the Franchised Business. "Event Revenue" does not include any sales taxes or other taxes collected from Clients and paid directly to the appropriate taxing authority.
Annual Minimum Royalty	The difference between the amounts shown below (the "**Annual Minimum Royalty**") and the actual Royalty generated by the Franchised Business during the same time period (the "**Royalty Shortfall**"): <u>First 6 Months:</u> Actual Royalty (no minimum) <u>Next 12 Months:</u> $6,000 minus actual Royalty, if less <u>Each 12 months thereafter:</u>	Within 30 days after our invoice	The time periods are measured from the **"Original Opening Date**,**"** which means the date on which the Franchisee or any prior owner or predecessor operator of the Franchised Business first opened the Franchised Business. The Annual Minimum Royalty is designed to guarantee a minimum economic return to us and to ensure that you are committed to growing the Franchised Business. The Annual Minimum Royalty is not a representation or guarantee of the results that your Franchised Business or any particular Bouquet Box Flower Bar Business will or might achieve. The Annual Minimum Royalty does not predict or project your Event Revenue or other business results.

Type of Fee (Note 1)	Amount	Due Date	Remarks
	$10,000 minus actual Royalty, if less		
Brand Fund Contribution	2% of Event Revenue	Same as Royalty - We deduct the Brand Fund contribution from the funds paid by the Client for the BBFB Event.	
Local Marketing	No requirement currently. If we implement a local marketing requirement, the maximum you would be required to spend is 10% of Franchise Revenue.	None currently	We reserve the right to institute a local marketing requirement on reasonable notice. In addition, if we implement an Event Minimum (see Item 12) and you do not achieve it, we may require you to conduct local marketing during the following 12 months. Your local spending obligation would be in addition to your Brand Fund contributions. You generally will pay vendors, media outlets, etc. directly for local marketing.
Transfer Fee	The base transfer fee is the lesser of (a) 50% of the Initial Franchise Fee you paid us; or (b) $10,000. If we or any of our affiliates (or persons who work for us or our affiliates) assist you with securing the buyer, then in addition to the base transfer fee, you agree to pay us a fee of five percent (5%) of the total compensation you will receive in connection with the transaction.	At time of transfer	Payable if you or an Owner proposes to sell the business assets of the Franchised Business or a controlling ownership interest in the legal entity.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Change of Ownership Fee	Greater of $500 or the actual amount of our external legal and administrative costs.	With request for approval of change of ownership	Payable if you or an Owner proposes to modify ownership of the legal entity in a way that would not result in a change of control of the legal entity.
Renewal Fee	50% of the Initial Franchise Fee you paid us.	When you sign successor Franchise Agreement	When your agreement term ends, you will have the option to continue the franchise relationship with us, subject to certain conditions.
Insurance Procurement	Actual cost of insurance premiums plus our reasonable expenses	Within 5 days after you receive our invoice	Payable only if you fail to maintain the required insurance and we exercise our right to obtain insurance coverage on your behalf.
Vendor Review Costs	Our actual costs, including the reasonable travel, meal, and lodging expenses of our vendor review personnel	As incurred	Payable only if you ask us to evaluate a potential vendor; payable whether or not we approve the vendor. Please see Item 8.
Interest on Overdue Payments	12% per annum or the maximum rate permitted by applicable law, whichever is less	With payment of overdue amount	Payable only if you owe us any amounts that are past due. Interest is calculated from the date payment was originally due until it was actually paid.
Late Fee	$100 for second occurrence of payment or report more than 30 days past due; $200 for third occurrence; $300 for each subsequent occurrence	With payment of overdue amount or submission of late report	We can charge a late fee to compensate us for our administrative costs incurred in enforcing your obligations to pay us and to submit required reports to us.
Management Fee	Commercially reasonable amount, not to exceed 10% of Event Revenue		Payable only if we elect to manage the Franchised Business on your behalf after the Principal Owner has been arrested for or formally charged with a serious criminal offense, pending final disposition of the charges.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Indemnification	Our actual losses, costs and expenses	Within 30 days after invoice	You must reimburse us if we incur any damages, losses or expenses, including reasonable attorneys' fees and other costs, as a result of claims arising from the operation of your Franchised Business.
Costs and Attorneys' Fees	Our actual costs, including attorney's fees	Within 30 days after invoice	Payable if we incur expenses to deal with your default under the Franchise Agreement, to enforce the terms of the Franchise Agreement, or to defend a claim you and/or the Owners assert against us on which we substantially prevail in court or arbitration.
Audit Costs	Our actual costs of the examination or audit, including travel and lodging and professional fees	Within 30 days after invoice	Payable if the examination or audit shows you underpaid us by more than 5% for the period covered by the examination or audit.
Liquidated Damages	Your average monthly Royalty Fees (or Minimum Royalty, if applicable) and Brand Fund contributions in the year preceding termination, multiplied by 12 or the number of months remaining in the Agreement term, whichever is less.	Upon request	You must pay this amount to compensate us for our lost future royalties and Brand Fund contributions if we terminate the Franchise Agreement as a result of your default or if you abandon the Franchised Business.

Notes to Item 6 table:

1. Unless otherwise specified, all fees are payable to us, uniformly applied to new system franchisees, and non-refundable. However, in instances that we consider appropriate, we may reduce or waive fees for one or more franchisees. For any amounts payable to us that are not handled as deductions via the PIP System, you must use the payment method(s) that we designate from time to time. If we require payment by Automated Clearing House (ACH) or electronic funds transfer, we will draw funds from the same bank account you designate for purposes of remittances via the PIP System.

Item 7 **Estimated Initial Investment**

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
	From	To			
Initial franchise fee (Note 1)	$15,000	$50,000	Lump Sum	When you sign Franchise Agreement	Us
Equipment (Note 2)	$1,500	$5,000	As Incurred	Before Opening	Vendors, Approved Suppliers
Start-up Supplies (Note 3)	$0	$2,000	Lump sum	Before Opening	Vendors, Approved Suppliers
Insurance (Note 4)	$500	$2,500	As Arranged	As Arranged	Insurance Providers
Training Expenses (Note 5)	$0	$2,500	As Incurred	As Incurred	Airlines, hotels
Business Licenses (Note 6)	$50	$750	As Incurred	As Incurred	Gov't agencies
Professional Fees (Note 7)	$1,000	$5,000	As Incurred	As Arranged	Attorney, accountant, etc.
Additional Funds - 3 Months (Note 8)	$2,500	$7,500	As Incurred	As Incurred	Vendors, workers
Total (Note 9)	**$20,550**	**$75,250**			

Notes:

1. The Initial Franchise Fee is discussed in Item 5. The Initial Franchise Fee will range from $15,000 to $50,000 depending on your Territory's population.

2. *Equipment.* You will need to purchase equipment to operate the Franchised Business (such as folding tables, cocktail tables, and frames for table signage) as well as other miscellaneous items. You will need to obtain the exact equipment we specify and in some cases from the vendor we specify. You must also buy a computer if you do not already own one. The cost will vary depending upon the kind of computer that you choose and its features. The high estimate in the table assumes you need to purchase a computer in addition to the other items.

3. *Start-Up Supplies*. Before you start business, we provide you with a starter kit sufficient to conduct a BBFB Event for 50 guests, consisting of aprons, linens, tote bags, tools, vases,

hydrating tubs, and travel tubs (the "**Starter Kit**"). There is no cost for the Starter Kit. However, if you wish to obtain additional pre-opening supplies, you must purchase them from our designated vendors through the OMS as described in Item 8. The low estimate in the table assumes you purchase no additional start-up supplies and the high end assumes you purchase supplies for up to 150 additional guests.

4. *Insurance.* Before you open your Franchised Business, you must obtain the insurance coverage that we specify. The estimate in the table is for the first quarterly premium for the policies we require (see Item 8 for details). Insurance cost will vary based on where your Franchised Business will be located, your prior experience with the insurance carrier, the loss experience of the carrier, and other factors. You should check with your insurance agent or broker regarding any additional insurance that you may wish to carry above our stated minimums.

5. *Training*. At present, all pre-opening training is provided in the form of videos on a password protected part of our website. We do not charge a training fee. However, if you wish to receive training in person, we will try to accommodate you. You would be responsible for any travel expenses, living expenses, wages, and other expenses incurred by our trainer and your trainees in connection with in-person training. The high end of the range in the table assumes you incur expenses for in-person training.

6. *Business Licenses*. You may be required to obtain state and/or local licenses and permits to operate the Franchised Business. The cost of obtaining the required licenses and permits will vary based on your jurisdiction.

7. *Professional Fees*. You may request the assistance of a lawyer, accountant, or other professionals to review the Franchise Agreement and this disclosure document, to form a company for the Franchised Business, to obtain business licenses and permits, and for other assignments you give them. Your costs will vary depending on the professionals you choose and the degree to which you rely on them.

8. *Additional Funds*. This is an estimate of additional funds you may need during the initial period of operation of the Franchised Business, which we define as three months from opening. Our estimate is based on our business experience with our current franchisees as of the date of this disclosure document. You may need capital to cover ongoing expenses, to the extent that these expenses are not covered by your Franchise Revenue. Ongoing expenses will include BBFB Event supplies after exhausting the Starter Kit and any costs for individuals you engage to work in the Franchised Business. This is only an estimate. Your actual costs may vary considerably, depending, for example, on factors such as: local economic conditions; the local market for the Franchised Business; timing of your Franchised Business opening; the prevailing wage rate; competition; and your experience, skill, and business acumen.

9. *Total*. The "low amount" total represents the sum of the "low" estimates for each category in the table, and the "high amount" total represents the sum of the "high" estimates for each category in the table. We expect that your overall expenditures will fall somewhere between the low total and the high total; it is unlikely that all of your initial investment expenditures will be at the low end or the high end of the estimated ranges.

None of the expenses in the table are refundable, except possibly any deposits or pre-paid expenses you pay to third parties.

We do not offer direct or indirect financing for your initial investment. The availability and terms of financing from other sources will depend on many factors, including the availability of financing generally, your creditworthiness, and the policies of lending institutions.

Item 8 Restrictions on Sources of Products and Services

We have the right to require that all flowers, equipment, supplies, technology, vehicles, signs, décor items, retail merchandise, and other products and services that you purchase for use or resale in the Franchised Business: (a) meet specifications that we establish from time to time; and/or (b) be purchased only from vendors that we have expressly approved; and/or (c) be purchased only from a single source (which may include us or our affiliates) at the then-current price. To the extent that we establish specifications, require approval of vendors, or designate specific sources for particular items, we will notify franchisees via the Brand Standards Manual or the EMS.

We and our affiliates will earn a profit on any products and services we sell to you directly. We have the right to negotiate purchasing arrangements under which vendors agree to make goods or services available to our franchisees on specific terms. You are required to participate in and abide by the terms of any vendor purchase programs we establish. We and our affiliates may receive rebates, administrative fees, commissions, licensing fees or other benefits from unaffiliated vendors and distributors with respect to their sales of products or services to you or other BOUQUET BOX FLOWER BAR franchisees, whether or not the product or service is presently mentioned in this Item. Except as limited by applicable law, we and our affiliates have the right to retain any payments received from vendors.

The following specific restrictions on your purchasing are in effect as of the issuance date of this disclosure document, but we can impose other restrictions at any time:

Items you must obtain from us or affiliates:

Starter Kit. We provide you with a Starter Kit as part of the initial franchise fee. The Starter Kit consists of branded linens, aprons, towels, tools, hydrating bins, travel bins, and display vases sufficient to conduct a BBFB Event for up to 50 guests. If you wish to have additional quantities of these items on hand, you must purchase them from our designated vendors through the OMS as described below in this Item.

Management Systems. You must use our web-based proposal/invoice/payment management system (the "**PIP System**") and our web-based event order management system (the "**OMS**"). There is no cost or fee to you for using these systems. We will issue all login credentials, administer settings, and determine network security requirements. Certain components of the PIP System and OMS are proprietary to third parties and your use of these components is subject to the user terms of their owners.

Email Addresses. We will assign you one or more email addresses on our domain. You must use the assigned email address for all email communications relating to BBFB Events and the Franchised Business. There is no cost or fee to you for using this address. You may not use private email accounts or messaging systems to which we do not have access to conduct business relating to BBFB Events.

Contracts, Waivers and Forms. You must use any contracts, waivers, and/or other forms we designate from time to time for BBFB Event sponsors and participants. There is no cost or fee to you for using these templates. It is your responsibility to have all such contracts, waivers, and/or other forms reviewed, at your own expense, by an attorney licensed to practice law in the state(s) where you operate the Franchised Business for compliance with all applicable state and local legal requirements.

Branded Products. All products that carry the Licensed Marks must be purchased either from us or from vendors designated or approved by us. This includes all signs, décor items, marketing pieces, and other private-labeled materials.

Your purchases from us or our affiliates will be at the prices and on the terms in effect at the time of your purchase.

Items you must purchase from designated or approved third parties:

We have designated specific vendors for certain items. As of the date of this disclosure document, they include:

Event Supplies. You must purchase all supplies for BBFB Events (flowers, vases, grid lids, etc.) from our designated and approved vendors identified in the OMS. All orders must be submitted and processed through the OMS. No orders will be processed until we receive the Client's initial deposit.

Payment Processing. All Client payments must be processed through the PIP System. We may deduct from Event Revenue the charges we incur to third party payment processors for Client payments.

Information Systems. In addition to requiring use of the PIP System and the OMS, we have the right to specify other systems that you and/or the Clients must use. There are no such requirements as of the date of this disclosure document. If we specify any other hardware or software systems, you must obtain them from the designated or approved vendor at your own expense.

Electronic Money Programs and Loyalty Programs. If we set up programs relating to gift cards, gift certificates, stored value cards, online or mobile coupons or credits, online or mobile ordering systems, or other electronic money programs, we will designate the vendors that you must use for these programs. As of the date of this disclosure document, we do not have any such programs.

Items that must meet our specifications:

For some products and services, we have not designated a specific source or approved vendors that you must use, but the products and services must meet our specifications. As of the date of this disclosure document, they include:

Insurance. You must obtain and keep in force throughout the term of the Franchise Agreement the types of insurance and the minimum policy limits that we specify for Bouquet Box Flower Bar Businesses. As of the date of this disclosure document, our required insurance coverage is as follows:

- Commercial general liability insurance protecting against any and all claims for personal, bodily and/or property injury occurring in or about the Franchised Business and protecting against assumed or contractual liability under this Agreement with respect to the Franchised Business and your operations, with minimum limits of One Million Dollars ($1,000,000) combined single limit per occurrence.

- Professional liability insurance with limits of liability not less than One Million Dollars ($1,000,000) combined single limit.

- Data theft and cybersecurity coverage with limits of liability not less than One Million Dollars ($1,000,000) combined single limit.

- Employment practices liability insurance with limits of liability not less than One Million Dollars ($1,000,000) combined single limit.

- Hired and non-owned automobile coverage with limits of liability not less than One Million Dollars ($1,000,000) combined single limit.

- Statutory workers' compensation insurance and employer's liability insurance for a minimum limit required by statute or rule of the state in which the Franchised Business is located.

- Any other insurance coverage that is required by federal, state, or municipal law.

All required insurance must be in effect before you begin operating. The insurance policy or policies must protect you, us, and our respective past, present and future officers, directors, owners, employees, servants, representatives, consultants, attorneys, and agents. If you fail to obtain and maintain insurance coverage as required by the Franchise Agreement, we have the right, but not the obligation, to obtain the required insurance on your behalf and to charge you for the cost of the insurance plus a reasonable fee for our services in procuring the insurance.

All policies listed above must contain endorsements as we specify. Each insurance policy must be primary and noncontributory and must be issued by an issuer we approve, who must have a rating of at least "A-" in the most recent Key Rating Guide published by the A.M. Best Company (or another rating that we reasonably designate if A.M. Best Company no longer publishes the Key Rating Guide) and must be licensed to do business in the state in which the Franchised Business is located.

All liability and property damage policies must name us as additional insureds (and provide Additional Insured – Grantor of Franchise) and require 30 days' advance written notice to us in the event of cancellation, material change, or non-renewal. A waiver of subrogation rights against Franchisor, its affiliates, and their successors and assigns must also be provided for the general liability, auto liability, and workers' compensation policies. We may increase required coverage limits or require additional or different coverage to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards and other relevant changes in circumstances. You must deliver to us (and maintain on file with us) valid and current certificates of insurance showing that all required insurance is in effect.

Vehicles. The vehicles you use in the Franchised Business must meet the requirements we specify in the Brand Standards Manual. We reserve the right to require you to paint or wrap your

vehicles and add signage. If required, you must purchase artwork for vehicle signage bearing the Licensed Marks from us or an approved vendor before opening your business.

Vendor Approval Process

For the protection of our Brand Standards (and in particular the quality and freshness of the flowers used at BBFB Events), we generally will not allow you to order supplies from vendors other than those we have designated. We have no obligation to consider vendors that you may wish to propose. However, if we do agree to undertake review of a proposed vendor at your request, we will require that the proposed vendor demonstrate the ability to meet our standards and adequate quality controls and capacity to supply Bouquet Box Flower Bar Businesses promptly and reliably. We will provide the relevant standards and specifications to the proposed vendor, provided that the proposed vendor signs a confidentiality agreement; however, we may refuse to disclose specifications that we deem to be extremely sensitive. At our request, you must submit samples and other information we require. We may also require that the proposed vendor allow our representatives to inspect its facilities. You must pay any expenses we incur in evaluating the proposed vendor and its products, facilities, and business operations, whether or not we approve the vendor. We may charge vendors a license fee to use our trademarks or other proprietary property. We may also charge vendors a rebate for participation in our purchasing program.

Any proposed vendor relationship must not jeopardize the availability of any special pricing or other benefits offered by existing vendors based on system-wide purchases. We generally will give you written notice of approval or disapproval of the proposed vendor within 30 days after completion of our evaluation. You may not sell or offer for sale any products or services of the proposed vendor until you receive our written approval.

We have the right to revoke approval of particular vendors if we determine that their facilities, products or services no longer meet our standards. Upon receipt of written notice of revocation, you must stop buying from the disapproved vendor. In addition, if we revoke our approval of the products because they fail to meet our standards, you may be required not to use your remaining inventory of those products.

Other than as noted above, we do not currently negotiate purchasing arrangements with vendors on behalf of our franchisees, but we reserve the right to do so, including pricing terms. Our ability to negotiate and maintain arrangements with vendors may depend on the participation of as many BOUQUET BOX FLOWER BAR franchisees as possible. Accordingly, if we name a specific vendor for a product or service, you must obtain the product or service from that designated vendor. You must comply with the terms and conditions included in the contract with a specific vendor and, if applicable, through the purchasing arrangements and/or programs that we require.

As noted above in this Item, vendors may make payments to us or our affiliates based on franchisees' use of the vendors. As of the date of this disclosure document, we do not have any such arrangements. Vendor payments to us and our affiliates may include participation fees per franchise, rebates based on actual purchases, marketing contributions for joint promotion of the vendor's products with our brand, and/or sponsorship fees for conferences and other events. We will use any restricted funds in the manner agreed with the vendor. Except as limited by applicable law or by agreement with the vendor, we have the right to pass through, share or retain all or a portion of any rebates, commissions, discounts or beneficial pricing that we obtain from vendors. We may use these monies to, among other things, recapture costs related to maintaining the

vendor program, negotiating designated vendor arrangements, facilitating orders and making a profit.

For the fiscal year ended December 31, 2025, we and our affiliates received $60,558.82 in revenue from purchases by franchisees, either in the form of revenue from direct sales or as rebates or discounts received from approved vendors based on their sales to our franchisees.

As of the date of this disclosure document, none of our officers owns an interest in any unaffiliated vendors that sell products or services to our franchisees.

We estimate that your required purchases and leases from us and approved vendors in establishing the Franchised Business will be 0% to 20% of your total purchases and leases in establishing the Franchised Business. We estimate that your required purchases and leases from us and approved vendors in operating the Franchised Business will be 50% to 65% of your total purchases and leases in operating the Franchised Business.

There are no purchasing cooperatives or distribution cooperatives in our franchise system as of the date of this disclosure document. We do not provide material benefits to franchisees based on their purchase of particular products or services or use of particular vendors.

Item 9 Franchisee's Obligations

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

	Obligation	Section in Franchise Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	7.10	11
b.	Pre-opening purchases/ leases	7.3	7, 8
c.	Site development and other pre-opening requirements	6	11
d.	Initial and ongoing training	3	11
e.	Opening	6	11
f.	Fees	8	5, 6, 7, 8, 11
g.	Compliance with standards and policies / Operating Manual	5, 7.1	8, 11, 14, 16

	Obligation	Section in Franchise Agreement	Disclosure Document Item
h.	Trademarks and proprietary information	9.9, 11, 12	13, 14
i.	Restrictions on products / services offered	1.4, 7.1, 7.3	16
j.	Warranty and customer service requirements	7.1, 7.2, 7.4, 7.5	16
k.	Territorial development	Not applicable	12
l.	Ongoing product/service purchases	7.3	8
m.	Maintenance, appearance and remodeling requirements	Not applicable	11
n.	Insurance	7.13	7, 8
o.	Marketing	10	6, 7, 11
p.	Indemnification	19	6
q.	Owner's participation / management / staffing	7.12	15
r.	Records/reports	9	6
s.	Inspection/audits	9	6, 11
t.	Transfer	13, 14	17
u.	Renewal	2.2	17
v.	Post-termination obligations	16	17
w.	Non-competition covenants	17	17
x.	Dispute resolution	25	17
y.	Taxes/permits	7.14, 8.10	1
z.	Other: Personal Guarantee	Attachment B	15

Item 10 Financing

We do not offer direct or indirect financing to franchisees. We will not guarantee your promissory note, lease, or other obligation

Item 11 Franchisor's Assistance, Advertising, Computer Systems, and Training

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

Pre-Opening Obligations. We are required by the Franchise Agreement to provide certain assistance and services to you before you open the Franchised Business:

(1) We will provide you with access to our training videos. *(Franchise Agreement, Section 3.1)*

(2) We will provide you with login credentials and access to the PIP System and the OMS. (*Franchise Agreement*, *Section 4*)

(3) We will provide you with electronic access to the Brand Standards Manual. (*Franchise Agreement*, *Section 5*)

(4) We provide you with the Starter Kit described in Item 8. (*Franchise Agreement*, *Section 6.1*)

(5) We will provide opening support and assistance as we deem appropriate, at the time(s) and in the manner we determine. (*Franchise Agreement, Section 6.1*)

(6) We will assign you one or more email addresses on our domain. (*Franchise Agreement, Section 7.4*)

We are not required by the Franchise Agreement to furnish any other service or assistance to you before the opening of your Franchised Business.

Continuing Obligations

We are required by the Franchise Agreement to provide certain assistance and services to you during the operation of the Franchised Business:

(1) We will provide additional training as we deem appropriate. *(Franchise Agreement, Section 3.2)*

(2) We will maintain and manage the PIP System and the OMS, including relationships with third-party owners of the underlying platforms. *(Franchise Agreement, Section 4)*

(3) We will revise and update the Brand Standards Manual based on, among other things, changes in laws, technology, consumer tastes, and commercial practices. *(Franchise Agreement, Section 5)*

(4) We will negotiate and manage Key Account arrangements, as we deem appropriate. *(Franchise Agreement, Section 7.7)*

(5) We will automatically sign you up for the "Affiliate" program, under which you can refer participants from BBFB Events and other individuals to our affiliate for personal subscriptions to the affiliate's DIY Business. *(Franchise Agreement, Section 7.9)*

(6) We will process and collect all Event Revenue for each BBFB Event through the PIP System. From the funds received, we will deduct: (1) the amounts paid or due to vendors for supplies; (2) any sales taxes or other taxes due to taxing authorities with respect to Client payments; (3) the Royalty Fee; (4) your Brand Fund contribution; and (5) any other amounts you may then owe us under this Agreement, including but not limited to any unpaid Royalty Shortfall. We will remit the amount remaining after all deductions (the "**Franchise Revenue**") to you by Automated Clearing House (ACH) or electronic funds transfer within 14 days after the BBFB Event to which they relate. *(Franchise Agreement, Section 8.5)*

(7) We will administer the Brand Fund, as described below in this Item 11. *(Franchise Agreement, Section 10.2)*

(8) We will manage all websites, URLs, social media, blogs, messaging systems, email accounts, usernames, text addresses, mobile applications, or other digital, electronic, mobile or Internet presence that uses or displays any of the Licensed Marks. *(Franchise Agreement, Section 10.6)*

Neither the Franchise Agreement nor any other agreement requires us to provide any other assistance or services to you during the operation of the Franchised Business.

Site Selection

We expect franchisees to manage the business from their homes. We do not require you to have an office at a commercial location. We do not provide any assistance in establishing your home office or in locating commercial space. However, if you choose to lease commercial space for the Franchised Business, we reserve the right to evaluate the proposed space and approve the lease terms. Our evaluation is only to assess whether the proposed space is consistent with our Brand Standards. We will approve or disapprove the proposed location within 30 days. If we do not approve the location, you can start business from home while you look for another commercial location.

Typical Time to Opening

We expect the typical time between signing the Franchise Agreement and opening the Franchised Business (meaning readiness to run your first BBFB Event) generally will not exceed 60 days. Examples of factors which could affect the time to opening include how long it takes to obtain any business licenses you may need, how much you shop around for insurance coverage, and the time needed to ship you the Starter Kit. However, we encourage you to begin marketing BBFB Events immediately upon signing the Franchise Agreement.

You must conduct your first BBFB Event by the deadline specified in the Appendix to your Franchise Agreement. The deadline typically will be about 180 days after you sign the Franchise Agreement. If you do not meet the deadline and we do not extend it, we will have the right to terminate the Franchise

Agreement. If you request an extension of the deadline, we will have complete discretion whether to give an extension.

Training

Initial training consists of approximately 1 hour of online videos. The training videos are on a password protected part of our website. You (or the Principal Owner, if the Franchisee is a corporation or other entity) must watch all of the training videos before you begin operating the Franchised Business. There is no specific deadline other than completing the videos before opening. We may require you to certify that you have reviewed all of the videos.

You may permit persons assisting you with the Franchised Business to watch the videos, provided that they have agreed to the online user terms, including confidentiality provisions to protect our content. We have the right to specify minimum levels of proficiency that you and your workers must satisfy.

The subjects covered in initial training are described below.

THE TRAINING PROGRAM

Training	Classroom Training	Location
WELCOME	5 minutes	Online
IT SYSTEMS	20 minutes	Online
EVENT PRODUCTION	7 minutes	Online
EVENT SETUP	7 minutes	Online
ARRANGING	20 minutes	Online
TOTALS	59 MINUTES	

The training videos are accessible whenever needed at Bouquet Box Academy, our private channel exclusive to franchisees. Besides the videos, instructional materials may include the Brand Standards Manual.

Our co-founders, Amy Nebens and Courtney Sixx, deliver the training depicted in the videos. As described in Item 2, they have more than 5 years of experience with the Bouquet Box DIY business and more than 1 year of experience with the Bouquet Box Flower Bar spinoff concept.

We may require you or the Principal Owner to complete additional training during the term of the Franchise Agreement. We may also offer optional training. We have the right to provide training in person, by recorded video, by videoconferencing, via the Internet, in print or electronic format, or by other means, as we determine. All training materials, including videos and presentations, that we provide to you remain our property.

There are no training fees as of the date of this disclosure document. However, you will bear any travel expenses, living expenses, wages, third-party fees, materials costs, and other expenses incurred by our trainer(s) and your trainees in connection with training.

Advertising and Marketing

We intend to conduct most of the advertising and marketing activities for the Bouquet Box Flower Bar business, including local marketing and social media. You will contribute 2% of Event Revenue to a fund to support these activities and the development and recognition of the Bouquet Box Flower Bar brand (the "**Brand Fund**"). We will deduct your contribution when we process each BBFB Event through the PIP System. If we or our affiliates operate any Bouquet Box Flower Bar Businesses, they will contribute to the Brand Fund on the same basis as franchisees.

Brand Fund. The purpose of the Brand Fund is to support general recognition of the Bouquet Box Flower Bar brand. We will have the right to direct all advertising, marketing, public relations, and other activities to promote, develop and enhance the brand, with final discretion over strategic direction, creative concepts, the materials and endorsements to be used, and the geographic market and media placement. We may use the Brand Fund to pay costs and expenses as we determine in our sole discretion, including but not limited to: production of video, audio, written, online and mobile marketing materials; purchasing promotional items; sponsorship of sporting, charitable, or similar events; design, establishment, and maintenance of websites, social media, mobile applications and other electronic marketing; implementation of advertising programs, promotions, direct mail, and media advertising; marketing and sales training; employing advertising agencies; conducting public relations, consumer research, product development, product testing, and test marketing programs; developing and implementing trade dress and design prototypes; fulfillment charges; salaries and expenses of employees of Franchisor and affiliates working for or on behalf of the Brand Fund; fees of accounting firms, design firms, public relations firms, consultants and ad agencies; legal fees for advertising pre-clearance, defense of false advertising claims, and defense of any claims made regarding our administration of the Brand Fund; other administrative costs and overhead incurred in activities related to the administration and activities of the Brand Fund; and interest on any monies borrowed by the Brand Fund.

We will not use any contributions to the Brand Fund to defray our general operating expenses, except for reasonable administrative costs and overhead we incur in activities reasonably related to the administration of the Brand Fund or the management of Brand Fund-supported programs (including salaries of our personnel who devote time to Brand Fund activities). None of the amounts that we will collect or hold in connection with the Brand Fund will be used for marketing that is principally a solicitation for the sale of franchises.

We will not be obligated, in administering the Brand Fund, to make expenditures for you that are equivalent or proportional to your contributions, to spend any particular amount on marketing in the area where your Franchised Business is located, or to ensure that any particular franchisee or Bouquet Box Flower Bar Business benefits directly or pro rata from expenditures by the Brand Fund.

We will make available to you any creative materials financed by the Brand Fund. If you request specific materials to be produced or customized for you, you agree to pay or to reimburse us for any costs to reproduce the materials and/or to customize the materials for your use.

We may seek the advice of franchisees by formal or informal means with respect to the creative concepts and media used for programs financed by the Brand Fund, but we retain final authority on all Brand Fund activities and expenditures. As of the date of this disclosure document, we do not have an advertising council composed of franchisees.

We are not required to have an independent audit of the Brand Fund completed. We will prepare an unaudited statement of contributions and expenditures for the Brand Fund and make it available within 90 days after the close of our fiscal year to franchisees who make a written request for a copy. If amounts are unspent in the Brand Fund at fiscal year-end, those amounts will be carried over for use in the following year.

We have the right to incorporate, replace, change or dissolve the Brand Fund. If we decide to dissolve the Brand Fund, contributions to the Brand Fund will stop, but the Brand Fund will continue in existence until all remaining funds have been spent.

In our fiscal year ended December 31, 2025, we did not make any Brand Fund expenditures.

Local Marketing. We recommend, but we currently do not require, that you spend funds for local marketing of the Franchised Business. However, we have the right to institute a local marketing requirement on reasonable notice. If we implement a local marketing requirement, the maximum you would be required to spend is 10% of Franchise Revenue.

If we invoke this right, your local spending obligation would be in addition to your Brand Fund contributions. We could require you to submit a periodic spending plan for our approval and to provide documentation to verify compliance with the minimum spending obligation. We would have the right to designate the types of expenditures that do or do not count toward the minimum spending requirement. You could satisfy all or a portion of your local marketing expenditure requirement through cooperative advertising with other Bouquet Box Flower Bar franchises.

Pricing and Promotional Activities. To the extent permitted by applicable law where the Franchised Business is located, we have the right to establish maximum and/or minimum prices that you are required to follow for BBFB Events and products and services sold in the Franchised Business. You must participate in and comply with any special promotional activities that we prescribe from time to time for Bouquet Box Flower Bar Businesses generally or in specific geographic areas or for specific types of BBFB Events. These activities may include special offers and other pricing promotions. You will bear your own costs of participating in such promotions, but these costs would count toward your local marketing obligation, if applicable.

Approval of Marketing. You must submit to us in writing for our prior approval all sales promotion materials and advertising that have not been prepared by or previously approved by us. If you do not receive our written approval within 15 business days from the date we received the material, the material is deemed disapproved. We reserve the right to require you to discontinue the use of any advertising or marketing materials. All of your marketing must be conducted in a dignified manner and conform to the standards and requirements we specify from time to time in the Brand Standards Manual or other written materials. All advertising and promotional materials must bear

the Licensed Marks in the form, color, location, and manner that we prescribe. We will have the final decision on all creative development of advertising and promotional messages.

Digital Marketing. Unless we have agreed to it in writing, you may not use, register, maintain, or sponsor any website, URL, social media, blog, messaging system, email account, username, text address, mobile application, or other digital, electronic, mobile or Internet presence that uses or displays any of the Licensed Marks (or any derivative thereof) or that promotes any products or services of the Franchised Business. The use of any digital or electronic medium constitutes advertising and promotion subject to our approval as described above. You may not post or transmit, or cause any other party to post or transmit, advertisements or solicitations by telephone, e-mail, text message, instant message, website, social media, mobile apps, VoIP, streaming media, or other electronic media that are inconsistent with our brand advertising guidelines and standards. The brand advertising standards may include the use of disclaimers, warnings, and other statements that we prescribe. You are responsible for ensuring that your employees understand the policies relating to the use of social media and you are responsible for your employees' use of social media in accordance with such policies. We have the right to require that social media accounts, profiles, pages, and registrations that primarily promote the Licensed Marks or the Franchised Business be registered in Franchisor's name. For any such accounts that we permit to be registered in your name, you must provide us with the current login credentials within five (5) days after opening the account or changing the credentials. We will have the rights to: (i) access any social media accounts to take corrective action if the account or any postings are in violation of our policies; and (ii) take ownership of the accounts on expiration or termination of the Franchise Agreement and operate them thereafter as we see fit. We may offer to provide, or may require that you have, a website for your Franchised Business (which may be structured as a separate page of a consumer website(s) supported by the Brand Fund).

Media Appearances. You may not make any television or radio appearance, or make any statement to any public media, in connection with the Franchised Business unless you obtain our prior written approval.

Technology Requirements

You must use our web-based proposal/invoice/payment management system (the "**PIP System**") and our web-based event order management system (the "**OMS**"). There is no cost or fee to you for using these systems. We will issue all login credentials, administer settings, and determine network security requirements. Certain components of the PIP System and OMS are proprietary to third parties and your use of these components is subject to the user terms of their owners. You must:

- Comply with our user requirements and security policies for the PIP System and OMS, as revised from time to time.

- Use the PIP System and OMS for all BBFB Events. Running events "on the side" is strictly prohibited and is grounds for immediate termination of the Franchise Agreement.

- Use the PIP System and OMS only for authorized BBFB Events and not for any other business.

- Comply with any specific procedures and timing we require in order to meet the scheduled date of each BBFB Event.

- Not share login credentials with any other person, including any other franchisee.

- Not remove, copy, or process Customer Data (as defined in Item 14) from the PIP System or OMS for unrelated business purposes; and

- Not use BBFB Events or Franchisor-designated communication channels to solicit Clients or participants for unrelated business purposes.

Failure to comply with any of these terms will constitute a breach of the Franchise Agreement and we will have the right to immediately suspend your login credentials and to withhold access to the PIP System and OMS until you are in full compliance. We have the right to audit your use of these systems.

You will need a personal computer, smart phone, and/or tablet running the latest version of Microsoft Windows or iOS operating system. Your computer must be equipped to support Microsoft Office Professional suite and the latest version of Microsoft's web browser or Safari browser software. If you do not already have these items, we estimate the cost will range from $800 to $3,000.

You must have internet access with adequate speeds to connect to the required systems and conduct daily business efficiently. We estimate the cost to be in the range of $300 to $1,500 per year, depending on your provider and the services you choose to purchase.

We may also require that you purchase or license other software and devices to support business activities, but there are no additional requirements as of the date of this disclosure document.

You are required to implement business-standard administrative, physical, and technical security measures and devices to protect the Franchised Business, PIP System, OMS, and Customer Data from unauthorized access, acquisition, loss, destruction, disclosure or transfer. You are responsible for protecting all devices you use to access the PIP System and OMS from computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders. This includes best efforts to secure your systems, including but not limited to the use of firewalls, access code protection, anti-virus systems, and backup systems. In the event of a known or suspected security breach, you agree to notify us promptly and comply with applicable laws regarding response to the breach.

You must keep your technology in good working order at all times. We and the third-party platform providers will have responsibility for maintenance and upgrades for the PIP System (currently Honeybook) and the OMS (currently Shopify). However, we will not have any obligation to provide ongoing maintenance, repairs, upgrades, or updates for your computer and devices. We estimate your total cost of required maintenance, updates, upgrades, and support will be approximately $290 to $1,000 per year.

Our technology requirements and specifications may evolve over time. You must promptly update and upgrade your technology as we require, at your own expense. There is no contractual limitation on the frequency and cost of this obligation. We have the right to change vendors and, in some cases, required systems may only be available through us and/or designated vendors.

Data Access. We have the right to independently access (i) the systems that we require you to use in the operation of your Franchised Business, and/or (ii) any other systems that you use to store or process Confidential Information or to display the Licensed Marks to others. We can use (and may authorize others to access and use) franchisees' business data for purposes such as monitoring the operations of Bouquet Box Flower Bar Businesses and preparing a financial

performance representation for our disclosure document. There is no contractual limitation on our right to receive or use this information.

You are required to comply with applicable laws and our requirements pertaining to the collection, use, processing, protection, integrity, transfer of, consumer access to, correction of, and deletion of Personal Information. "**Personal Information**" includes any information that, by itself or in conjunction with other information, may be used to specifically identify an individual, such as name, physical address, telephone number, e-mail address, social media accounts, billing and payment history, customer service requests, and any other information as defined in applicable law.

If permitted by applicable law, we may monitor your e-mail on our domain or other electronic communications channels we provide for the Franchised Business. We may disclose this information if we have a good faith reason to believe it is necessary for the purposes of ensuring your compliance with the Franchise Agreement or protecting our rights, property and interests (or those of Clients, participants, other franchisees or our affiliates).

Brand Standards Manuals

The table of contents of the Brand Standards Manual is in Exhibit G to this disclosure document. The total number of pages in the Brand Standards Manual is 111 pages.

Item 12 Territory

Your franchise is granted for the geographic territory specified in your Franchise Agreement (the "**Territory**"). Whether you operate the Franchised Business from home or a commercial space, you may not relocate your business premises without our prior written approval. Relocation must be to a location within your Territory. If you ask to relocate, we will evaluate your request using the same standards that we apply to reviewing the proposed location of new Bouquet Box Flower Bar Businesses. Unless otherwise agreed in writing, relocation of your business premises does not change your Territory.

Typically, the Territory is defined using one or more postal zip codes as they exist at the time the Territory is defined. However, in cases of very high population density (for example, in a downtown urban core), your Territory may be defined differently. You will be able to choose your Territory based on available zip code areas, subject to our approval. Once we have determined your Territory, it will be defined in the Appendix to your Franchise Agreement. As described in Item 5, the population of the defined Territory will determine the amount of your initial franchise fee. We will use the most recent population information available in the U.S. Census Data, or other population statistical sources of our choosing, to determine the franchise fee.

Your Territory is protected during the term of your Franchise Agreement, provided you are in full compliance with the terms of the Franchise Agreement, which may include conducting a minimum number of BBFB Events (see below under "**Event Minimum**"). "Protected" means that we will not authorize anyone other than you to conduct BBFB Events in the Territory while the Franchise Agreement is in effect, except that we will have the right to conduct, directly or through another franchisee: (a) any proposed BBFB Event that you turn down for any reason, and (b) any scheduled BBFB Event that you cancel for any reason

You do not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Subject to the specific territorial protection described above, we and our affiliates are not restricted from engaging in any kind of business at any location. We (and our affiliates) retain the rights to do any or all of the following:

- As noted above, to conduct, directly or through another franchisee, any proposed BBFB Event that you turn down for any reason and any scheduled BBFB Event that you cancel for any reason in your Territory;

- As described below under "Key Accounts," to provide services to Key Accounts directly or through other franchisees to if you refuse to perform the required services, if we determine that the Franchised Business is not qualified, interested, able or available to perform the services; or if you are suspended from the Key Account program;

- To establish, operate, franchise, and license others to operate Bouquet Box Flower Bar Businesses at any location outside of the Territory;

- To conduct the DIY Business with customers at any location, directly or through others, provided that such business does not conduct floral arranging events on a group basis within the Territory;

- To develop, manufacture, have manufactured, advertise, market, sell and distribute flowers, vases, or any other goods through distribution channels other than Bouquet Box Flower Bar Businesses, even if the goods are identical or similar to those provided through the Franchised Business and even if they use the Licensed Marks. Other distribution channels could include, for example, the Internet, mobile applications, telemarketing, retail stores, and wholesale clubs, both inside and outside the Territory;

- To operate, and to grant others the right to operate, businesses of any kind offering products or services under trademarks or service marks other than BOUQUET BOX FLOWER BAR, anywhere in the world; and

- to acquire, be acquired by, or merge with other brands or outlets, even if the concepts or outlets are similar to the Franchised Business, and even if they have locations in the Territory. We will also have the right, in our sole discretion, to convert one or more outlets of the acquired, acquiring or merged brand to a Bouquet Box Flower Bar Business within the Territory.

We have no obligation to compensate you in connection with any of these activities. However, we will automatically sign you up for the "Affiliate" program, under which you can refer participants from BBFB Events and other individuals to our affiliate for personal subscriptions to the affiliate's DIY Business. You are not required to make any such referrals, but if you choose to do so and a person you refer commits to a subscription, our affiliate will pay you a commission according to the then-current terms of the Affiliate Program.

Activities Outside of the Territory. You may not conduct BBFB Events or offer products or services of the Franchised Business outside of the Territory without our prior written consent, which we may give and withdraw as we deem appropriate, and which we may condition on certain requirements. You may not solicit or advertise to potential Clients outside of the Territory without our permission. "Solicit" includes, but is not limited to, solicitation in person, by telephone, by mail,

through the Internet, social media, email or other electronic means, and by distribution of brochures, business cards or other materials or any other advertising. If any solicitation of potential Clients within the Territory is in media that will or may reach persons outside of the Territory, you must notify us in advance and obtain our consent. If you receive a request to conduct a BBFB Event or to provide other products or services outside of the Territory, you must refer that request to the BOUQUET BOX FLOWER BAR franchisee located in the applicable territory (or to us, if we have not assigned the applicable territory to another franchisee).

Notwithstanding the foregoing, you can conduct a BBFB Event or provide other products or services outside of the Territory if the activity is permitted under a policy set forth in the Brand Standards Manual at the time. If we permit you to advertise, solicit, service or sell in areas outside of the Territory, you are required to comply with all of the conditions we then specify in the Brand Standards Manual or otherwise in writing with respect to such activities. We may at any time condition your continued out-of-Territory activities on your agreement to purchase the franchise rights for the territory in which the activities are being performed. Upon our demand or upon notice from us that the territory in question has been assigned to another BOUQUET BOX FLOWER BAR franchisee, you agree to cease all activities in that territory and to comply with our procedures to transition the business in that territory. Under no circumstances will we be liable to you for unauthorized violations by other BOUQUET BOX FLOWER BAR franchisees of our policies on out-of-Territory activities.

Other Channels of Distribution. You may not offer products or services through any channel other than those we have expressly approved. If you request approval of any other distribution channel or type of outlet, we will consider the factors we deem appropriate, which may include the period of time you have been operating the Franchised Business, your sales volume, whether you have met quality standards and other benchmarks, and other standards that we may determine. You may not sell products of the Franchised Business to any vendor who would in turn sell to consumers.

Key Accounts. We may enter into arrangements with corporations, clubs, and other national, regional or local organizations ("**Key Accounts**") under which we and our franchisees will provide BBFB Events, products or services to employees, members or customers of the organization at the organization's facilities, events, or conferences. We have sole discretion as to whether to designate a particular customer as a Key Account, the manner of negotiation of each Key Account agreement, the terms and conditions of that agreement, and the allocation of the Key Account business among Bouquet Box Flower Bar Businesses. In the case of an agreement under which the Key Account will pay a fixed amount for services at all locations listed in the agreement, we will allocate the fixed amount among the Bouquet Box Flower Bar Businesses performing the services.

Our negotiation of Key Account arrangements, if any, enhances the potential value of the Bouquet Box Flower Bar brand and inures to the benefit of your Franchised Business as well as to the benefit of other Bouquet Box Flower Bar franchisees. Accordingly, you are required to accept and perform the terms of Key Account agreements (which may include special pricing, payment terms, and timing of services) with respect to BBFB Events for Key Accounts within the Territory. You may not enter into any relationship with a Key Account that, in our reasonable judgment, conflicts with our arrangement with the Key Account. If you refuse to perform the required services or we determine that the Franchised Business is not qualified, interested, able or available to perform the services, you agree that we may enter the Territory to perform the required services or authorize another Bouquet Box Flower Bar franchisee to do so. This right is an exception to your territorial protection described above in this Item.

We have the right to suspend your participation in the Key Account program if you fail to comply with the rules for the program. If we suspend you, we will have the right to authorize other Bouquet Box Flower Bar Businesses to deliver services in your absence. This right is an exception to your territorial protection described above in this Item.

Event Minimum. Once we have had at least five (5) Bouquet Box Flower Bar franchises in operation for at least one (1) full year, we will have the right to establish a minimum number of BBFB Events that each franchisee is expected to conduct in each calendar year (the "**Event Minimum**"). If we invoke this right: (a) the Event Minimum will not exceed the average number of BBFB Events per year, per franchisee conducted by Bouquet Box Flower Bar franchises in operation up to that time; (b) we will notify you and amend the Appendix to your Franchise Agreement to add the Event Minimum; and (c) beginning in the calendar year following establishment of the Event Minimum, you will be required to achieve the Event Minimum each year. If you do not achieve the Event Minimum for any year, we will have the right to require you to implement a performance improvement program for the following calendar year, which may include, among other things, additional training and engaging in specified marketing activities. If you again fall short of the Event Minimum in the following calendar year, we will have the right to reduce the size of the Territory or terminate the Franchise Agreement.

As noted in Item 1, our affiliate operates the DIY Business nationwide under the BOUQUET BOX name and mark. However, the DIY Business does not offer floral arranging events on a group basis, outside of occasional promotional media events.

Other than the DIY Business, we have no affiliates that offer goods or services similar to those of the BOUQUET BOX FLOWER BAR franchise. Neither we nor any affiliate operates, franchises, or has current plans to operate or franchise a business under a different trademark.

You do not receive an option, right of first refusal or similar rights to acquire additional franchises or territories.

Under the Franchise Agreement, we license you to use the principal marks listed below. The following marks are registered with the U.S. Patent and Trademark Office ("USPTO"):

Mark	Registration No.	Registration Date	Register
BOUQUET BOX FLOWER BAR	7797217	05/13/2025	Supplemental
BB Design	8153509	02/24/2026	Principal
BOUQUET BOX FLOWER BAR & Design	8153510	02/24/2026	Principal

Our affiliate, Bouquet Box LLC, is the current owner of the marks listed above. Bouquet Box LLC has filed and intends to file, when due, appropriate affidavits and renewal applications for these registrations. Our affiliate has granted us a license to use these marks and to sublicense our franchisees to use them. Our affiliate can terminate the license only if we default and fail to cure. If we lose the right to use the marks, our franchisees will also lose the right to use them.

Other than the license from our affiliate, there are no agreements that significantly limit our right to use any of our principal marks. We are not aware of any superior rights or infringing uses that could materially affect your use of any of our principal marks. There are no currently effective determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court involving any of our principal marks. We know of no pending infringement, opposition or cancellation proceedings and no material litigation involving any of our principal marks.

You must follow our rules when you use the Licensed Marks. You may not use any of the Licensed Marks as part of your corporate or legal name, as part of an internet domain name or URL, or in connection with any prefix, suffix or other modifying words, terms, designs or symbols or in any other modified form except as we expressly otherwise authorize in writing. You may not use any of the Licensed Marks in connection with any product or service we have not approved. The Brand Standards Manual includes guidelines regarding proper use and presentation of the Licensed Marks.

You are required to operate, advertise, and promote the Franchised Business only under the Licensed Marks. In conjunction with any use of the Licensed Marks, you are required to conspicuously identify yourself in all dealings with Clients, participants, employees, contractors, landlords, vendors, suppliers, reporters, public officials, and others as an independent franchisee operating under authority of the Franchise Agreement. You are required to display a prominent notice, in a form that we may prescribe, on all business cards, stationery, advertising, signs, vehicle wraps, invoices, and other public-facing materials, identifying us as the owner of the Licensed Marks. All legal documents, contracts, invoices, payroll forms, purchase orders, filings, permits, licenses, and other materials between you and Clients, participants, employees, contractors, landlords, vendors, suppliers, government agencies, and other third parties must identify you by your own company or legal name and, if the document requires a signature, be signed by you in your own company or legal name.

You must promptly notify us if you suspect any unauthorized use of the Licensed Marks or become aware of any challenge to the validity of the Licensed Marks or to our affiliate’s ownership of or your right to use the Licensed Marks. We and our affiliate will have the exclusive right to initiate, direct, and control any administrative proceeding or litigation involving the Licensed Marks, including any settlement of the action. We and our affiliate also have the exclusive right, but no obligation, to take action against uses by others that may constitute infringement of the Licensed Marks. If we undertake the defense or prosecution of any litigation concerning the Licensed Marks, you must sign any documents and provide other assistance our counsel may deem necessary to protect our interests in the Licensed Marks. Except to the extent that the litigation is the result of your use of the Licensed Marks in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for your out of pocket costs in doing these things, except that you will bear the salary costs of your employees, and we will bear the costs of any judgment or settlement. To the extent that the litigation is the result of your use of the Licensed Marks in a manner inconsistent with the terms of the Franchise Agreement, you must reimburse us for the cost of the litigation, including attorneys' fees, as well as the cost of any judgment or settlement.

If we replace, add to, modify, or discontinue any of the Licensed Marks, you must make corresponding changes as we direct. If this happens, you are responsible for the costs of compliance (for example, changing letterhead and business cards).

Item 14 Patents, Copyrights, and Proprietary Information

Patents. There are no patents or patent applications that are material to the franchise.

Copyrights. We claim common law copyright protection in the Brand Standards Manual, our advertising material, websites, mobile apps, promotional letters and forms, training material, and other works used in operating the Franchised Business (the "**Works**"). However, we have not filed an application to register the copyright in any of these materials. You may use our proprietary materials and the Brand Standards Manual only for the purpose of operating the Franchised Business while the Franchise Agreement is in force. These materials are our proprietary property and must be returned to us upon expiration or termination of the Franchise Agreement.

There are no currently effective determinations of the Copyright Office or any court concerning any copyright. There are no agreements pursuant to which we derive our rights in the copyrights or which could limit your use. The Franchise Agreement does not obligate us to protect any of the rights that you have to use any copyright, nor does the Franchise Agreement impose any other obligation upon us concerning copyrights. We are not aware of any infringements that could materially affect your use of any copyright in any state.

Proprietary Information. We claim proprietary rights in all "**Confidential Information**", which is defined in the Franchise Agreement as all knowledge and data not generally known to the public, whether or not constituting trade secrets, that we disclose to you and/or the Owners or that you obtain by virtue of the Franchise Agreement or any activities under the Franchise Agreement, including but not limited to: (i) methods, techniques, specifications, standards, policies, procedures, and designs relating to the operation of Bouquet Box Flower Bar Businesses; (ii) future marketing plans and promotional programs for the brand; (iii) Customer Data; (iv) inventory requirements and specifications; (v) sales, operating results, financial performance and other financial data of Bouquet Box Flower Bar Businesses; (vi) the contents of the Brand Standards Manuals and our training materials; (vii) vendor lists, terms of purchase, and other information concerning the selection and sourcing of products, services, technology, equipment and supplies; (viii) marketing studies, surveys, and cost studies; (ix) research and development, test results, and feasibility studies; and (x) business plans and non-public financial information of or about us and our affiliates. All information, knowledge and know-how relating to us, our business plans, or the System are deemed confidential for purposes of this Agreement, except information that you can demonstrate came to your attention by lawful means prior to our disclosure; or which, at the time of our disclosure to you, had become a part of the public domain.

During and after the term of the Franchise Agreement, you may not communicate, divulge or use Confidential Information for any purpose other than the operation of the Franchised Business. You may not duplicate, record or otherwise reproduce any part of the Brand Standards Manual. You may divulge Confidential Information only to your professional advisers and to your Owners and employees who must have access to the information to operate the Franchised Business. All information, knowledge and know-how relating to us, our business plans, or the System are deemed Confidential Information, except information that you can demonstrate came to your attention by lawful means prior to our disclosure; or which, at the time of our disclosure to you, had become a part of the public domain. You must require your employees and any other person or entity to whom you wish to disclose any Confidential Information to sign agreements that they will maintain the confidentiality of

the disclosed information. The agreements must be in a form satisfactory to us and must identify us as a third-party beneficiary with the independent right to enforce the agreements.

To the extent permitted by applicable law, all Customer Data that you and we collect from Clients and participants in connection with the Franchised Business, whether through the PIP System or otherwise, is deemed to be owned by us. "**Customer Data**" means Personal Information (as defined below), sales and payment history, and all other information about any person or entity the Franchised Business has serviced, wherever stored. "**Personal Information**" includes any information that, by itself or in conjunction with other information, may be used to specifically identify an individual, such as name, physical address, telephone number, e-mail address, social media accounts, billing and payment history, customer service requests, and any other information as defined in applicable law. Because we own the Customer Data, we can (subject to applicable law) share it with our affiliates, service providers, contracted third parties, or any other person, for any purpose, without notifying or compensating you, including for marketing and cross-selling products and services. You have the right to use Customer Data while the Franchise Agreement is in effect, but only in accordance with the policies that we establish from time to time. You may not sell, transfer, or use Customer Data for any purpose other than marketing Bouquet Box Flower Bar products and services. However, if you sell the Franchised Business, you may transfer the right to use Customer Data to the buyer for value.

You must notify us if you learn about an unauthorized use or disclosure of Confidential Information. We have the sole right to decide the appropriate response.

You may not introduce any "**Improvement**" (defined as any change, idea, innovation, suggestion or variation that may enhance or improve the System) into the Franchised Business without our prior written consent. Any Improvement developed by you or any Owner, employee or agent is deemed to be our property. At our request, you must provide us with information about the Improvement and sign any documents necessary to verify assignment of the Improvement to us, without compensation. We will have the right to use, disclose, and/or license the Improvement for use by others.

Item 15 Obligation to Participate in the Actual Operation of the Franchise Business

If the Franchise is a corporation, partnership, or LLC, you must designate an individual Owner as your Principal Owner. The Principal Owner must have a 25% or greater ownership interest, must complete the training videos, and must have the power to bind you in all dealings with us. We have the right to rely on any statement, agreement, or representation by the Principal Owner regardless of any conflict with your governing documents. You may not change the Principal Owner without our prior approval.

At all times that the Franchised Business is operating, it must be under the personal supervision of the Principal Owner. You may not permit the Franchised Business to be operated, managed, directed or controlled by any other person without our prior written consent.

We require all persons with 5% or greater ownership interest in the Franchised Business to sign the Personal Guarantee attached to the Franchise Agreement, making the Owner individually liable for all obligations under the Franchise Agreement.

Item 16 Restrictions on What the Franchisee May Sell

You are required to offer and sell all products and services that we designate as required items for Bouquet Box Flower Bar Businesses. You may also offer for sale any optional products and services that we have approved for sale in the Franchised Business. You are prohibited from offering any unapproved products or services without our prior written consent, and you must discontinue selling or offering for sale any products or services that we disapprove at any time.

In the marketing and operation of the Franchised Business, you must use only the customer contracts, waivers, and/or other forms we designate from time to time for BBFB Event sponsors and participants. We will provide templates or sample forms of such items, but it is your responsibility to have them reviewed by an attorney licensed to practice law in the state(s) where you operate the Franchised Business for compliance with all applicable state and local legal requirements. We do not represent that any contracts, waivers and/or other forms and/or materials we supply are in compliance with the laws of any particular state(s) or locality.

As noted in Item 11, we may establish maximum and/or minimum prices that you are required to follow for BBFB Events and products and services sold in the Franchised Business. If we have not established pricing policies for particular products or services, you will determine the appropriate pricing.

You must provide services for any Key Accounts with locations in your Territory (see Item 12). If you refuse to perform the required services, or if we determine that your Franchised Business is not qualified, interested, able or available to perform the services, you are required to allow us or another franchisee to service the Key Account.

You may not conduct BBFB Events or offer products or services of the Franchised Business outside of the Territory without our prior written consent, which we may give and withdraw as we deem appropriate, and which we may condition on certain requirements. You may not solicit or advertise to potential Clients outside of the Territory without our permission. “Solicit” includes, but is not limited to, solicitation in person, by telephone, by mail, through the Internet, social media, email or other electronic means, and by distribution of brochures, business cards or other materials or any other advertising. If any solicitation of potential Clients within the Territory is in media that will or may reach persons outside of the Territory, you must notify us in advance and obtain our consent. If you receive a request to conduct a BBFB Event or to provide other products or services outside of the Territory, you must refer that request to the BOUQUET BOX FLOWER BAR franchisee located in the applicable territory (or to us, if we have not assigned the applicable territory to another franchisee).

Notwithstanding the foregoing, you may conduct a BBFB Event or provide other products or services outside of the Territory if the activity is permitted under a policy set forth in Brand Standards Manual at the time. If we permit you to advertise, solicit, service or sell in areas outside of the Territory, you are required to comply with all of the conditions we then specify in the Brand Standards Manual or otherwise in writing with respect to such activities. We may at any time condition your continued out-of-Territory activities on your agreement to purchase the franchise rights for the territory in which the activities are being performed. Upon our demand or upon notice from us that the territory in question has been assigned to another BOUQUET BOX FLOWER BAR franchisee, you agree to cease all activities in that territory and to comply with our procedures to transition the business in that territory. Under no circumstances will we be liable to you for unauthorized violations by other BOUQUET BOX FLOWER BAR franchisees of our policies on out-of-Territory activities.

You may not offer products or services through any channel other than those we have expressly approved. If you request approval of any other distribution channel or type of outlet, we will

consider the factors we deem appropriate, which may include the period of time you have been operating the Franchised Business, your sales volume, whether you have met quality standards and other benchmarks, and other standards that we may determine. You do not receive the right to sell products to any vendor who would in turn sell to consumers.

You may be required to participate in any customer loyalty, gift card, gift certificate, and other programs we prescribe for Bouquet Box Flower Bar Businesses. You may not offer your own customer loyalty, gift card, or gift certificate program for the Franchised Business without our prior written approval.

Item 17 Renewal, Termination, Transfer, and Dispute Resolution

The Franchise Relationship

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	2.1	5-year term
b. Renewal or extension of the term	2.2	One additional 5-year term, unless: (a) we have announced a decision to stop franchising the Bouquet Box Flower Bar concept; or (b) we decide to withdraw the Bouquet Box Flower Bar concept from the geographic market in which your Territory is located.
c. Requirements for you to renew or extend	2.2	Conditions include: Written notice of your intent to renew; no current default of the Franchise Agreement; cooperation with our review process; good record of customer service and compliance with the System; not in litigation or adversarial legal proceedings with us; payment of renewal fee; sign our then-current form of Franchise Agreement; sign general release of claims against us (Exhibit I to this disclosure document); complete any additional or refresher training; and update or upgrade equipment, technology, vehicles, etc. to then-current Brand Standards. The successor Franchise Agreement may contain terms that are materially different from your expiring Franchise Agreement, such as different fee requirements.
d. Termination by you	15.4	You can terminate if: (a) we commit a material breach; (b) you give us written notice of the breach; (c) we fail to cure the breach, or to take reasonable steps to begin curing the breach, within 60 days

Provision	Section in Franchise Agreement	Summary
		after receipt of your notice; and (d) you are in full compliance with your own obligations. In addition, you can terminate in accordance with state laws that provide termination rights.
e. Termination by us without cause	None	Not applicable.
f. Termination by us with cause	15.1, 15.2	See g. and h. below.
g. "Cause" defined – curable defaults	15.2	You have 15 days to cure defaults, except for those described in h. below.
h. "Cause" defined - non-curable defaults	15.1	Non-curable defaults include: failure to conduct your first BBFB Event by deadline specified in your Franchise Agreement; you conduct a BBFB Event that we have not approved; you disclose the contents of the Brand Standards Manual or other Confidential Information to any unauthorized person; you make any material misrepresentation to us in connection with your application for the franchise or submit any false or misleading report; you conduct fewer BBFB Events than the Event Minimum in two consecutive calendar years; you refuse inspection or access to records; you fail to maintain required insurance; you operate a Competing Business (see q. below); you misuse or make any unauthorized use of the Licensed Marks or Works or engage in conduct we reasonably believe threatens to impair our reputation or our rights in the Licensed Marks or Works; unapproved transfer of ownership or business assets; operating the Franchised Business in a manner that presents a health or safety hazard; conviction of felony or certain other crimes; insolvency, receivership, or dissolution of your business entity or loss of business license; if Franchisee or any Owner appears on a list of "blocked" persons under any anti-terrorism or similar law; and repeated defaults even if cured.
I. Your obligations on termination/ nonrenewal	15.3, 16	Obligations include ceasing to operate the Franchised Business, complete de-branding, deactivating or transferring domain name registrations and social media accounts for the

Provision	Section in Franchise Agreement	Summary
		Franchised Business, transferring your business telephone number and listings to us, paying all amounts due, returning all of our materials, and complying with confidentiality and non-compete restrictions, among others (also see o. and r. below). If termination was based on your default, you must also pay us liquidated damages (see Item 6).
j. Assignment of contract by us	13	There are no limits on our right to assign the Franchise Agreement.
k. "Transfer" by you - definition	14	Restrictions apply to transfers of any direct or indirect interest in the Franchise Agreement, in the assets of the Franchised Business, or in the equity ownership of Franchisee (if the Franchisee is a corporation or other entity).
l. Our approval of transfer by you	14.2	We have the right to review and approve all proposed transfers.
m. Conditions for our approval of transfer	14.3	We can impose any reasonable conditions, including: no default exists; proposed transferee meets our qualifications, signs our then-current Franchise Agreement (and owners sign our personal guarantee), successfully completes training, makes arrangements to upgrade the business to our current standards, and, if a current franchisee at another location, is not in default; you pay transfer fee (see Item 6) and sign release of claims against us (Exhibit I to this disclosure document); and price and terms do not harm viability of Franchised Business.
n. Our right of first refusal to acquire your business	14.8	We have the right to match any offer that would result in a change of control of the Franchised Business, except in the case of transfer to a spouse and/or adult children.
o. Our option to purchase your business	None	Not applicable.
p. Your death or disability	14.6	Executor, administrator, personal representative, or trustee must apply to us within 3 months to transfer

Provision	Section in Franchise Agreement	Summary
		the interest in the Franchised Business to a third party we have approved.
q. Non-competition covenants during the term of the franchise	17.1	Includes prohibition on engaging in a "Competing Business," defined as any business or organization that offers floral arranging events for groups of four (4) or more participants as a regular part of its activities.
r. Non-competition covenants after the franchise is terminated or expires	17.2	No involvement with Competing Business for one year after expiration, termination, or approved transfer of the franchise. Applies if the Competing Business is operating within your former Territory, within 20 miles of your former Territory, or within the Territory of any other Bouquet Box Flower Bar Business.
s. Modification of the agreement	22	Modifications to the Franchise Agreement must be in writing signed by both parties. Does not apply to our changes to the Brand Standards Manual.
t. Integration/ merger clause	22	Only the final written terms of the Franchise Agreement and related agreements are binding, subject to state law. Any representation or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement (or in this disclosure document) is intended to disclaim the representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	25	With the exception of actions for provisional relief, to seek an injunction, to protect our intellectual property, to enforce post-term obligations, and where the aggregate value of the disputed claims exceeds $100,000, we, you, and the Owners must mediate and arbitrate all disputes in Davie, Florida. All of these provisions are subject to state law in your state.
v. Choice of forum	25.6	Subject to state law in your state, you and the Owners must file any suit against us, and we may file any suit against you, in the federal or state court where our principal office is located (currently Davie, Florida).
w. Choice of law	24	Florida law applies, subject to state law in your state.

Item 18 Public Figures

Our co-founder, Courtney Sixx, is a contributing editor for Martha Stewart, host of her own iHeartRadio show and a lifestyle contributor on popular apps, television talk shows and magazines including Glamour and Elle. Her husband, Nikki Sixx, is the co-founder, bassist, and primary songwriter of a world-renowned heavy metal band. It is possible that they will promote the Bouquet Box Flower Bar franchise on their social media accounts or in other marketing channels. However, neither of them will receive compensation arising directly from their endorsement of the franchise to prospective franchisees. Mr. Sixx has no management role in Bouquet Box Flower Bar LLC.

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Amy Nebens, 2460 SW 116th Terrace. Davie, FL 33325, the Federal Trade Commission, and the appropriate state regulatory agencies.

[Remainder of page intentionally left blank]

Table 1:
System wide Outlet Summary for 2023 to 2025 (Notes 1 and 2)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	0	0	0
	2024	0	2	+2
	2025	2	3	+1
Company-Owned	2023	0	1	+1
	2024	1	1	0
	2025	1	1	0
Total Outlets	2023	0	1	+1
	2024	1	3	+2
	2025	3	4	+1

Notes for tables 1-5 in this Item 20:

(1) We began offering franchises in September 2024 and did not operate (nor did we have franchises) in previous years. All data listed is as of the fiscal year end. Our fiscal year end falls on December 31st each year.

(2) Our co-founders conducted the first Bouquet Box Flower Bar event in April 2023, before the formation of the Franchisor.

Table 2:
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) for 2023 to 2025 (Note 1)

State	Year	Number of Transfers
All States	2023	0
	2024	0
	2025	0
Total	2023	0
	2024	0
	2025	0

Table 3:
Status of Franchised Outlets for 2023 to 2025 (Note 1)

State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
California	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Florida	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Tennessee	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Totals	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	1	0	0	0	0	3

Table 4:
Status of Company-Owned Outlets
for 2023 to 2025 (Notes 1 and 2)

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Florida	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Totals	2023	0	1	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1

Table 5:
Projected Openings as of December 31, 2025 for 2026

State (Note 1)	Franchise Agreement Signed But Outlet Not Open as of 12/31/2025	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In The Next Year
All States	0	0	0
Total	0	0	0

The names, addresses, and telephone numbers of our franchisees as of our fiscal year ending December 31, 2025 are listed in Exhibit D.

The name and last known home address and telephone number of every one of our franchisees who has had a Franchise Agreement terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during one-year period ending December 31, 2025, or who has not communicated with us within ten weeks of the date of this disclosure document, are listed in Exhibit E.

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

No franchisees have signed a confidentiality clause in a Franchise Agreement, settlement agreement or other contract within the last three years that would restrict their ability to speak openly about their experience with the Bouquet Box Flower Bar business.

As of the date of this disclosure document, we have not created, sponsored, or endorsed any franchisee organization associated with the franchise system, and there are no independent Bouquet Box Flower Bar franchisee associations in existence.

Item 21 Financial Statements

Exhibit F to this disclosure document contains:

Our audited financial statements as of December 31, 2025 and December 31, 2024.

Because Bouquet Box Flower Bar LLC was organized on May 22, 2024, we do not have available and cannot yet include the three full years of audited financial statements otherwise required by the FTC Franchise Rule. Our fiscal year ends on December 31st.

Item 22 Contracts

Exhibit A	Franchise Agreement (including Appendix and Personal Guarantee)
Exhibit I	Sample of General Release

Item 23 Receipts

The last two pages of this disclosure document are two identical receipt pages to acknowledge that you received this entire document (including the Exhibits). Please keep one copy along with this disclosure document, and please sign and date the other copy and send that signed and dated receipt to us.

BOUQUET BOX

FLOWER BAR

FRANCHISE AGREEMENT

Territory Name: _____

Agreement Date: _____

Franchisee: _____

Address: _____

_____

Type of Legal Entity (if applicable): _____

State in which organized: _____

EIN: _____

Shareholder/Partner Name:	Ownership Percentage:
_____ Principal Owner	_____%
_____	_____%
_____	_____%

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ATTACHMENTS

APPENDIX

PERSONAL GUARANTY

FRANCHISE AGREEMENT

This Agreement is entered into as of the Agreement Date shown on the cover page between Bouquet Box Flower Bar LLC, a Florida limited liability company, and the individual or legal entity identified on the cover page ("**Franchisee**"). If Franchisee is a corporation, partnership or limited liability company, the owner(s) of Franchisee are identified on the cover page.

In this Agreement, "we," "us" and "our" refer to Bouquet Box Flower Bar LLC, the franchisor. "You" and "your" refer to the Franchisee. "Owners" means the person(s) identified on the cover page and all other persons whom we subsequently approve to acquire an interest in the Franchisee. "Principal Owner" means the person designated as the Principal Owner on the cover page.

BACKGROUND

A. We franchise others to operate businesses that provide luxury event experiences where guests create their own floral arrangements using top-quality flowers and vases, guided by a mini master class in floral styling (the "**Bouquet Box Flower Bar Business**"). Each BOUQUET BOX FLOWER BAR event ("**BBFB Event**") is custom-designed and may be themed, color-based, flower-specific, or tailored to varied levels of distinctive collections and accessories. BBFB Events are designed for people of all ages and for a plethora of events including galas, corporate functions, weddings, bridal showers, sweet sixteens, birthday celebrations, bar and bat mitzvahs, quinceañeras, baby showers, fundraising events, premiere parties, brand launches and more.

B. The Bouquet Box Flower Bar Business is the "occasions" spinoff of our affiliate's BOUQUET BOX business, which is an online, direct-to-consumer, do-it-yourself floral arranging business not involving the organization, scheduling and presentation of floral arranging events conducted on a group basis (the **"DIY Business"**).

C. We have developed a distinctive set of standards, specifications and operating procedures for the Bouquet Box Flower Bar Business (collectively, the "**System**"). The distinguishing characteristics of the System include our flower selections, floral designs, and arranging instructions; our web-based proposal/invoice/payment management system (the "**PIP System**"); our web-based event order management system (the "**OMS**"); our techniques for marketing to and engaging with individuals and organizations who sponsor and host BBFB Events ("**Clients**"); our specifications for designing, scheduling, pricing, and conducting BBFB Events, including prepping flowers and equipment, transportation to the site, setup, displays, signage, branding, co-branding with the Client, and interacting with Clients and their event planners and guests; our relationships with flower farms and vendors of other supplies and services; our selection, mix, and specifications for branded linens, aprons, towels and other accessories; our customer service standards; and the accumulated experience reflected in our franchisee training program and materials. These are not necessarily all of the elements of the System. We may change, improve, add to, delete from, and further develop the elements of the System from time to time.

D. We identify the businesses operating under the System by means of the BOUQUET BOX FLOWER BAR name and certain other trademarks, service marks, trade names, signs, logos, and other indicia of origin (collectively, the "**Licensed Marks**"). We may designate other trade names, service marks, and trademarks as Licensed Marks.

E. You understand the importance of our high standards of quality, appearance, and service and the necessity of operating your Bouquet Box Flower Bar Business in accordance with this Agreement and our System standards.

1. RIGHTS GRANTED

1.1. Grant of Franchise

We grant you the right, and you undertake the obligation, to operate a Bouquet Box Flower Bar Business under the Licensed Marks and the System (the "**Franchised Business**") within the geographic territory defined in the Appendix to this Agreement (the "**Territory**"). You have no right to operate the Franchised Business at any location other than within the Territory. You have no right to sublicense the Licensed Marks or the System to anyone else or to use the Licensed Marks or the System in any manner except as expressly authorized by us.

1.2. Territorial Protection

We will not authorize anyone other than you to conduct BBFB Events in the Territory while this Agreement is in effect, except that: (a) we will have the right to conduct, directly or through another franchisee, any proposed BBFB Event that you turn down for any reason and any scheduled BBFB Event that you cancel for any reason; and (b) this restriction will not apply if you are in default under this Agreement beyond any applicable cure period.

1.3. Rights Reserved by Us

Except for the restriction specified in Section 1.2, we and our affiliates are not restricted from engaging in any kind of business at any location. For example, regardless of the proximity to or effect on your Franchised Business, we and our affiliates have the rights:

1.3.1 To establish, operate, franchise, and license others to operate Bouquet Box Flower Bar Businesses at any location outside of the Territory;

1.3.2 To conduct the DIY Business with customers at any location, directly or through others, provided that such business does not conduct floral arranging events on a group basis within the Territory;

1.3.3 To develop, manufacture, have manufactured, advertise, market, sell and distribute flowers, vases, or any other goods through distribution channels other than Bouquet Box Flower Bar Businesses, even if the goods are identical or similar to those provided through the Franchised Business and even if they use the Licensed Marks. Other distribution channels may include, for example, the Internet, mobile applications, telemarketing, retail stores, and wholesale clubs, both inside and outside the Territory;

1.3.4 To operate, and to grant others the right to operate, businesses of any kind offering products or services under trademarks or service marks other than BOUQUET BOX FLOWER BAR, anywhere in the world; and

1.3.5 To acquire, be acquired by, or merge with other brands or outlets, even if the concepts or outlets are similar to the Franchised Business, and even if they have locations in the Territory. We will also have the right, in our sole discretion, to convert one or more outlets of the acquired, acquiring or merged brand to a Bouquet Box Flower Bar Business within the Territory.

1.4. Activities Outside of the Territory

You may not conduct BBFB Events or offer products or services of the Franchised Business outside of the Territory without our prior written consent, which we may give and withdraw as we deem appropriate, and which we may condition on certain requirements. You may not solicit or advertise to

potential Clients outside of the Territory without our permission. "**Solicit**" includes, but is not limited to, solicitation in person, by telephone, by mail, through the Internet, social media, email or other electronic means, and by distribution of brochures, business cards or other materials or any other advertising. If any solicitation of potential Clients within the Territory is in media that will or may reach persons outside of the Territory, you must notify us in advance and obtain our consent. If you receive a request to conduct a BBFB Event or to provide other products or services outside of the Territory, you must refer that request to the BOUQUET BOX FLOWER BAR franchisee located in the applicable territory (or to us, if we have not assigned the applicable territory to another franchisee).

Notwithstanding the foregoing, you may conduct a BBFB Event or provide other products or services outside of the Territory if the activity is permitted under a policy set forth in our confidential brand standards manual (the "**Brand Standards Manual**") at the time. If we permit you to advertise, solicit, service or sell in areas outside of the Territory, you are required to comply with all of the conditions we then specify in the Brand Standards Manual or otherwise in writing with respect to such activities. We may at any time condition your continued out-of-Territory activities on your agreement to purchase the franchise rights for the territory in which the activities are being performed. Upon our demand or upon notice from us that the territory in question has been assigned to another BOUQUET BOX FLOWER BAR franchisee, you agree to cease all activities in that territory and to comply with our procedures to transition the business in that territory. Under no circumstances will we be liable to you for unauthorized violations by other BOUQUET BOX FLOWER BAR franchisees of our policies on out-of-Territory activities.

2. TERM; SUCCESSOR FRANCHISE AGREEMENT

2.1. Term

This Agreement expires five (5) years from the Agreement Date, unless it is terminated sooner as provided in other sections. You agree to operate the Franchised Business for the full Agreement term. You will have an opportunity to renew the franchise rights when the term expires, subject to the terms of Section 2.2. and provided that you meet the conditions in that Section.

2.2. Successor Franchise Agreement

When this Agreement expires, you will have the option to continue the franchise relationship with us for one additional term of five (5) years, unless: (a) we have announced a decision to stop franchising the Bouquet Box Flower Bar concept; or (b) we decide to withdraw the Bouquet Box Flower Bar concept from the geographic market in which your Territory is located. We may require you to satisfy any or all of the following as a condition of continuing the franchise relationship with us:

2.2.1. You must give us written notice of your desire to continue the relationship not more than 8 months and not less than 4 months before this Agreement expires.

2.2.2. You must not be in default of this Agreement or any other agreement with us, our affiliates, or our suppliers at the time you give the notice in Section 2.2.1 or during the remainder of the term of this Agreement.

2.2.3. You must cooperate with us in completing any review process that we may establish to determine your eligibility for a Successor Franchise Agreement (for example, by furnishing all required information and participating in meetings).

2.2.4. You must have a good record of Client service and of compliance with the System and your contractual obligations to us.

2.2.5 You must be on good terms with us, including but not limited to having a good working relationship for day-to-day operations and not being in litigation or other adversarial legal proceedings with us.

2.2.6. You must pay us a renewal fee as specified in the Appendix.

2.2.7. At our option, you must sign the standard form of Bouquet Box Flower Bar Franchise Agreement that we are then offering to new franchisees (or the standard form that we most recently offered to new franchisees, if we are not then offering to new franchisees) (the "**Successor Franchise Agreement**"). The terms of the Successor Franchise Agreement may be substantially different from the terms of this Agreement, including increased fees, new fees, reconfiguration of the Territory, and minimum performance requirements. All Owners must sign a personal guaranty of the Successor Franchise Agreement.

2.2.8. You and all Owners must sign a general release, in a form we prescribe, of any and all claims against us, our affiliates, and our officers, directors, shareholders and employees arising out of or relating to your Franchised Business through the date of execution of the Successor Franchise Agreement.

2.2.9. You (or the Principal Owner) must successfully complete any additional or refresher training that we may require.

2.2.10. You must upgrade, remodel, refurbish, and/or re-equip the Franchised Business (including vehicles, technology, and any commercial premises used in the Franchised Business) to conform to our then current Brand Standards for new Bouquet Box Flower Bar Businesses, with changes either completed before this Agreement expires or on a schedule satisfactory to us.

3. TRAINING

3.1. Initial Training

Our training videos are online on a password protected part of our website. You (or the Principal Owner, if the Franchisee is a corporation or other entity) must watch all of the training videos before you begin operating the Franchised Business. We may require you to certify that you have reviewed all of the videos. You may permit persons assisting you with the Franchised Business to watch the videos, provided that they have agreed to the online user terms, including confidentiality provisions to protect our content. We have the right to specify minimum levels of proficiency that you and your workers must satisfy.

3.2. Additional Training

We may require you (or the Principal Owner, if the Franchisee is a corporation or other entity) and your workers to successfully complete additional training from time to time during the term of this Agreement, both in-person and online. We may also offer optional training.

3.3. Training Methods and Materials

We have the right to provide training in person, by recorded video, by videoconferencing, via the Internet, in print or electronic format, or by other means, as we determine. All training materials, including videos and presentations, that we provide to you remain our property.

3.4. Expenses

You are responsible for any travel expenses, living expenses, wages, third-party fees, materials costs, and other expenses incurred by our trainer(s) and your trainees in connection with training.

4. MANAGEMENT SYSTEMS

We will provide you with access to the PIP System and the OMS. We will issue all login credentials, administer settings, and determine network security requirements. You acknowledge that components of the PIP System and OMS are proprietary to third parties and that your use of these components is subject to the user terms of their owners. You agree:

4.1 To comply with our user requirements and security policies for the PIP System and OMS, as revised from time to time.

4.2 To use the PIP System and OMS for all BBFB Events. Running events "on the side" is strictly prohibited and is grounds for immediate termination of this Agreement.

4.3 To use the PIP System and OMS only for authorized BBFB Events and not for any other business.

4.4 To comply with any specific procedures and timing we require in order to meet the scheduled date of each BBFB Event;

4.5 Not to share login credentials with any other person, including any other franchisee.

4.6 Not to remove, copy, or process Customer Data (as defined in Section 9.9) from the PIP System or OMS for unrelated business purposes; and

4.7 Not to use BBFB Events or Franchisor-designated communication channels to solicit Clients or participants for unrelated business purposes.

Failure to comply with any of these terms will constitute a breach of this Agreement and we will have the right to immediately suspend your login credentials and to withhold access to the PIP System and OMS until you are in full compliance. We have the right to audit your use of these systems.

5. BRAND STANDARDS MANUAL

We will provide you with electronic access to the Brand Standards Manual. We may revise the Brand Standards Manual and develop new Brand Standards as we deem appropriate based on, among other things, changes in laws, technology, consumer tastes, and commercial practices. You are responsible for checking the Brand Standards Manual periodically for changes. We own the copyright in the Brand Standards Manual, and any portions of it in your possession or control are on loan from us and remain our property. In case of a dispute about the contents of the Brand Standards Manual, the master copy at our principal office takes precedence. The Brand Standards Manual and any credentials necessary to access digital versions of it are part of the Confidential Information defined in Section 12.1. Any improvement, change, idea, innovation, suggestion or variation that may tend to enhance or improve the System ("**Improvement**"), whether developed by you, the Owners, or any employees, agents, or contractors of the Franchised Business, must be submitted promptly to Franchisor. We will have the sole discretion whether to incorporate each Improvement into the System. You hereby assign all proprietary rights and moral rights in any Improvements to us without obligation to pay any compensation to you, the Owners, or any of your employees, agents, or contractors. You

agree to sign and to cause your Owners, employees, agents, and contractors to sign any documents that we may reasonably request to confirm our exclusive ownership rights in the Improvements.

6. STARTING BUSINESS

6.1 Opening Support

Before you start business, we will provide you with a starter kit sufficient to conduct a BBFB Event for 50 guests, consisting of aprons, linens, tote bags, tools, vases, hydrating tubs, travel tubs, and any other items we then specify (the "**Starter Kit**"). In addition, we will provide opening support and assistance as we deem appropriate, at the time(s) and in the manner we determine. If you request opening support beyond what we customarily furnish to Bouquet Box Flower Bar Businesses, and if we agree to furnish the additional support, we will have the right to charge a reasonable fee for providing the agreed additional support.

6.2. First Event Deadline

You must conduct your first BBFB Event by the deadline specified in the Appendix. If you do not meet the deadline and we do not extend it, we will have the right to terminate this Agreement under Section 15.1. If you request an extension of the deadline, we will have complete discretion whether to give an extension.

7. OPERATIONS

7.1. Compliance with Brand Standards

In order to protect the reputation and goodwill of the Licensed Marks, Bouquet Box Flower Bar franchisees are required to comply with our standards, specifications and policies ("**Brand Standards**") as set forth in the Brand Standards Manual from time to time. The Brand Standards may relate to any aspect of the format, appearance, marketing, or operation of Bouquet Box Flower Bar Businesses. Any material failure to comply with the Brand Standards will constitute a material breach of this Agreement. However, we reserve the right to vary our standards and specifications, in our reasonable judgment, to accommodate the individual circumstances of different franchisees.

7.2. BBFB Events

You must follow the procedures set out in the Brand Standards Manual to organize, schedule, and fulfill each BBFB Event, including each of the steps set out below:

7.2.1 You must obtain our prior approval through the PIP System for all BBFB Events you propose. We will approve or deny a proposed BBFB Event within two (2) business days after you submit the proposal to the PIP System. We have complete discretion to disapprove any proposed BBFB Event that we believe may be detrimental to the Bouquet Box Flower Bar brand.

7.2.2. After we approve the proposed BBFB Event, you will create a proposal and contract to present to the Client. Upon Client approval of the proposal and contract, you will send an invoice to the Client with the event total. To secure the event date, the Client must pay an initial deposit of not less than 10%. All proposals and Client payments must be processed through the PIP System.

7.2.3. Once the Client has paid the initial deposit, you will use the OMS to order the supplies needed for the BBFB Event, including flowers, vases, and grid lids. All orders must be submitted and processed through the OMS. No orders will be processed until we receive the Client's initial deposit.

7.2.4. At the time specified in the Brand Standards Manual, you will invoice the Client for an additional deposit. Upon payment of the second deposit, the initial deposit becomes non-refundable.

7.2.5. At the time specified in the Brand Standards Manual, you will confirm with the Client the guest count and any changes to the flower selection or other details. You will then send the Client a final invoice for the remaining balance. To provide sufficient time for the farms to process the flower orders for the scheduled event, the Client's final payment generally will be due no less than four (4) weeks prior to the event date.

7.3. Sourcing of Flowers, Equipment, Etc.

7.3.1. We have the right to require that all flowers, equipment, supplies, technology, vehicle signage, signs, décor items, retail merchandise, and other products and services that you purchase for use or resale in the Franchised Business: (a) meet specifications that we establish from time to time; and/or (b) be purchased only from vendors that we have expressly approved; and/or (c) be purchased only from a single source (which may include us or our affiliates). To the extent that we establish specifications, require approval of vendors, or designate specific sources for particular items, we will notify franchisees via the Brand Standards Manual. We and our affiliates will earn revenue and profits on sales that we make directly to you. Subject to applicable law, we may earn money or other benefits in the form of rebates, commissions, discounts, license fees, or other payments based on your purchases from third-party vendors. Subject to applicable law, we have no obligation to remit or share these payments or benefits with you.

7.3.2. We may negotiate purchasing arrangements under which vendors agree to make goods or services available to Bouquet Box Flower Bar Businesses on specific terms. You agree to participate in and abide by the terms of any vendor purchase programs we establish. To protect the reputation of the Bouquet Box Flower Bar brand, you agree to pay vendors on time for all undisputed amounts.

7.4. Communications with Clients

We will assign you one or more email addresses on our domain. You must use that email address for all email communications relating to BBFB Events and this Agreement. You may not use private email accounts or messaging systems to which we do not have access to conduct business relating to BBFB Events. We have the right to access and monitor messages sent from or received at any email address provided by us.

7.5. Client Contracts

You are required to use any contracts, waivers, and/or other forms we designate from time to time for BBFB Event sponsors and participants. It is your responsibility to have all such contracts, waivers, and/or other forms reviewed, at your own expense, by an attorney licensed to practice law in the state(s) where you operate the Franchised Business for compliance with all applicable state and local legal requirements. We make no warranty or representation that any contracts, waivers and/or other forms and/or materials, whether supplied by us or others, are in compliance with the laws of any particular state(s) or locality.

7.6. Pricing

To the extent permitted by applicable law where the Franchised Business is located, we have the right to establish maximum and/or minimum prices that you are required to follow for BBFB Events

and products and services sold in the Franchised Business. We may vary maximum and/or minimum prices based on geographic region, type of BBFB Event, or other factors.

7.7. Key Accounts

We may enter into arrangements with corporations, clubs, and other national, regional or local organizations ("**Key Accounts**") under which we and our franchisees will provide BBFB Events, products or services to employees, members or customers of the organization at the organization's facilities, events, or conferences. We have sole discretion as to whether to designate a particular customer as a Key Account, the manner of negotiation of each Key Account agreement, the terms and conditions of that agreement, and the allocation of the Key Account business among Bouquet Box Flower Bar Businesses. In the case of an agreement under which the Key Account will pay a fixed amount for services at all locations listed in the agreement, we will allocate the fixed amount among the Bouquet Box Flower Bar Businesses performing the services.

7.7.1. Our negotiation of Key Account arrangements, if any, enhances the potential value of the Bouquet Box Flower Bar brand and inures to the benefit of your Franchised Business as well as to the benefit of other Bouquet Box Flower Bar franchisees. Accordingly, you agree to accept and perform the terms of Key Account agreements (which may include special pricing, payment terms, and timing of services) with respect to BBFB Events for Key Accounts within the Territory. You may not enter into any relationship with a Key Account that, in our reasonable judgment, conflicts with our arrangement with the Key Account. If you refuse to perform the required services or we determine that the Franchised Business is not qualified, interested, able or available to perform the services, you agree that we may enter the Territory to perform the required services or authorize another Bouquet Box Flower Bar franchisee to do so. This right is an exception to your territorial protection in Section 1.2.

7.7.2. We have the right to suspend your participation in the Key Account program if you fail to comply with the rules and regulations that we may issue from time to time for the Key Account program. If we suspend you, we will have the right to authorize other Bouquet Box Flower Bar Businesses to deliver services in your absence. This right is an exception to your territorial protection in Section 1.2.

7.8. Event Minimum

Once we have had at least five (5) Bouquet Box Flower Bar franchises in operation for at least one (1) full year, we will have the right to establish a minimum number of BBFB Events that a franchisee is expected to conduct in each calendar year (the "**Event Minimum**"). If we invoke this right: (a) the Event Minimum will not exceed the average number of BBFB Events per year, per franchisee conducted by Bouquet Box Flower Bar franchises in operation up to that time; (b) we will notify you and amend the Appendix to add the Event Minimum; and (c) beginning in the calendar year following establishment of the Event Minimum, you will be required to achieve the Event Minimum each year. If you do not achieve the Event Minimum for any year, we will have the right to require you to implement a performance improvement program for the following calendar year, which may include, among other things, additional training and engaging in specified marketing activities. If you again fall short of the Event Minimum in the following calendar year, we will have the right to: (i) reduce the size of the Territory; or (ii) terminate this Agreement. The Event Minimum, if established, is not a representation or guarantee of the results that your Franchised Business or any particular Bouquet Box Flower Bar Business will or might achieve. The Event Minimum does not predict or project your number of BBFB Events, your Event Revenue, or any other business results.

7.9. Referrals for DIY Business

We will automatically sign you up for the "Affiliate" program, under which you can refer participants from BBFB Events and other individuals to our affiliate for personal subscriptions to the affiliate's DIY Business. You are not required to make any such referrals, but if you choose to do so and a person you refer commits to a subscription, our affiliate will pay you a commission according to the then-current terms of the Affiliate Program.

7.10. Business Office

You can manage the Franchised Business from your home, provided that you comply with any state and local laws for operation of a business from your home. We do not provide any assistance in establishing your home office. If you propose to lease commercial office space for the Franchised Business, we have the right to evaluate the space and approve the lease terms. Our evaluation is only to assess whether the proposed space is consistent with our Brand Standards.

7.11. Employer Responsibilities

You are required to maintain staffing of the Franchised Business adequate to meet the Brand Standards. You have sole responsibility for all decisions and functions relating to workers in the Franchised Business, including but not limited to classification and decisions related to recruiting, screening, hiring, firing, scheduling, training (other than the training in Section 3), compensation, benefits, wage and hour requirements, recordkeeping, supervision, safety, security, and discipline. Any information we provide about employment matters, whether voluntarily or in response to your request, and whether directly or by means of any technology tools, is a recommendation only and not intended to exercise control over the wages, hours, or working conditions of your employees or the means and manner by which they carry out their duties. You alone will direct and control all employees and contractors of the Franchised Business, subject only to the standards that we prescribe to protect the goodwill associated with the Licensed Marks, which may include the requirement of initial and periodic drug testing and background checks. You are required to clearly inform all workers, before hiring and periodically thereafter, that Franchisee, and not Franchisor, is their employer and that Franchisor does not assume and will not accept any employer, co-employer, or joint employer obligations. You agree to indemnify us for any liability, cost, expense, loss or damage, including attorney's fees and costs, arising from any claim or allegation that Franchisor or any affiliate is the employer, co-employer, or joint employer of Franchisee, its Owners, or any workers in the Franchised Business.

7.12. Management Supervision

If the Franchisee is a corporation, partnership or LLC:

7.12.1. One of the Owners must be designated as the Principal Owner. The Principal Owner must have a 25% or greater ownership interest, must review all training videos, and must have the power to bind the Franchisee in all dealings with us. We have the right to rely on any statement, agreement, or representation by the Principal Owner regardless of any conflict with the governing documents of the corporation, partnership or LLC. You may not change the Principal Owner without our prior approval.

7.12.2. The Franchised Business must be under the personal supervision of the Principal Owner at all times. You may not permit the Franchised Business to be operated, managed, directed or controlled by any other person without our prior written consent.

7.12.3. All persons with 5% or greater ownership interest in the Franchised Business must sign the Personal Guaranty attached to this Agreement.

7.13. Insurance

You must maintain in full force and effect throughout the term of this Agreement the types of insurance and the minimum policy limits that we specify in the Brand Standards Manual from time to time. The policies must be written by carriers with an industry rating acceptable to us; must name Franchisor, our affiliates, and their respective officers, directors, shareholders, and employees as additional insureds as we direct; must not have deductibles, exclusions or co-insurance that are unacceptable to us; and must contain any endorsements we specify in the Brand Standards Manual. Each insurance policy must contain a waiver by the insurance company of subrogation rights against Franchisor, its affiliates, and their successors and assigns. We may require additional types of coverage or increase the required minimum amount of coverage upon reasonable notice. Your obligation to obtain coverage is not limited in any way by insurance that we maintain. Upon our request or as specified in the Brand Standards Manual, you must provide us with certificates of insurance evidencing the required coverage. Your insurer(s) must commit not to cancel or amend the policy or policies without at least 30 days' prior written notice to us. If you fail to obtain and maintain insurance coverage as required by this Agreement, we have the right, but not the obligation, to obtain the required insurance on your behalf and to charge you for the cost of the insurance plus a reasonable fee for our services in procuring the insurance.

7.14. Compliance With Laws

You agree to operate the Franchised Business in full compliance with all applicable laws. You have sole responsibility for compliance despite any information or advice that we may provide.

8. FEES AND PAYMENTS

8.1. Initial Franchise Fee

When you sign this Agreement, you must pay us an initial franchise fee in the amount specified in the Appendix. The initial franchise fee is paid in consideration of the rights granted in Section 1 and is fully earned at the time paid. We have no obligation to refund the initial franchise fee in whole or in part for any reason.

8.2. Royalty

You must pay us an ongoing royalty fee ("**Royalty**") in an amount equal to ten percent (10%) of Event Revenue. "**Event Revenue**" means all revenue from the delivery of BBFB Events and the sale of products and services and all other income of every kind related to the Franchised Business. "Event Revenue" does not include any sales taxes or other taxes collected from Clients and paid directly to the appropriate taxing authority.

8.3. Annual Minimum Royalty

If the Royalty generated by the Franchised Business under Section 8.2 is less than the amount specified in the Appendix for the relevant time period (the "**Annual Minimum Royalty**"), you must pay us the difference between the actual Royalty generated and the Annual Minimum Royalty (the "**Royalty Shortfall**"). We will invoice you for the Royalty Shortfall under Section 8.8 below and payment will be due within 30 days after our invoice. The Annual Minimum Royalty is not a representation or guarantee of the results that your Franchised Business or any particular Bouquet Box Flower Bar Business will or might achieve. The Annual Minimum Royalty does not predict or project your Event Revenue or other business results. The Annual Minimum Royalty is simply a fixed dollar value, the purpose of which is to guarantee a minimum economic return to us and to ensure that you are committed to growing the Franchised Business.

8.4. Brand Fund Contributions

You must contribute 2% of your Event Revenue to the Bouquet Box Flower Bar Brand Fund (the "**Brand Fund**"). Other contract terms relating to the Brand Fund are in Section 10.2 of this Agreement.

8.5. Method of Payment

We will process and collect all Event Revenue for each BBFB Event through the PIP System. From the funds received, we will deduct: (1) the amounts paid or due to vendors for supplies; (2) any sales taxes or other taxes due to taxing authorities with respect to Client payments; (3) the Royalty Fee; (4) your Brand Fund contribution; (5) charges we incur to third party payment processors for Client payments; and (6) any other amounts you may then owe us under this Agreement, including but not limited to any unpaid Royalty Shortfall. We will remit the amount remaining after all deductions (the "**Franchise Revenue**") to you by Automated Clearing House (ACH) or electronic funds transfer within fourteen (14) days after the BBFB Event to which they relate. You must designate an account at a commercial bank of your choice to which we will remit the Franchise Revenue. If you disagree with our calculation of the Franchise Revenue for a BBFB Event, you must give us written notice of the objection by email within seventy-two (72) hours after we initiate the transfer of funds to you. The notice must explain why you believe any deductions or the amount remitted is incorrect. If you do not object in writing within the 72-hour period, you will be deemed to have accepted the amount remitted to you and to have waived any disagreement or dispute regarding the BBFB Event in question.

We have the right to revise the methodology for deductions and payment of the Franchise Revenue from time to time by notifying franchisees through the Brand Standards Manual. Any changes to the methodology will not apply to BBFB Events completed before the effective date of the change.

8.6. No Other Fees or Payments

You agree that the Franchise Revenue is your entire proceeds for conducting the BBFB Event. You may not solicit or accept separate fees or payments of any kind from Clients, participants, event planners or event venues without our prior written consent.

8.7. Business Expenses

Unless otherwise expressly agreed, you are responsible for all expenses of the Franchised Business and we have no obligation to reimburse any expenses.

8.8. Payments Outside of the PIP System

For any amounts payable to us that are not handled as deductions under Section 8.5, you must use the payment method(s) that we designate from time to time. If we require payment by Automated Clearing House (ACH) or electronic funds transfer, we will draw funds from the bank account you designate under Section 8.5. You agree to complete and submit to us an authorization for Automated Clearing House or other electronic funds transfer in the form we or your financial institution may require. You agree to maintain sufficient funds in the account to cover the amounts payable to us. If funds in the account are insufficient to cover the amounts payable at the time we make our electronic funds transfer, the amount of the shortfall will be deemed overdue. Additionally, if the electronic funds transfer payment request is returned due to insufficient funds, you must reimburse us for any bank charges due to the insufficient funds. If we permit you to pay with a credit card, you agree to reimburse us for the charges we incur for credit card processing, subject to applicable law.

8.9. Interest and Late Fees

If any payment to us is overdue, you must pay us, in addition to the overdue amount, interest on the overdue amount from the date it was due until paid, at the rate of 12% per annum or the maximum rate permitted by law in your Territory, whichever is less. In addition, we will have the right to charge a late fee of $100 for the second occurrence of a payment or report that is more than 30 days past due, $200 for the third such occurrence, and $300 for the fourth and each subsequent occurrence during the term of this Agreement. The late fee is to compensate us for our administrative costs incurred in enforcing your obligation to pay us or submit reports to us.

8.10. Taxes

You must report and pay when due all local, state, and federal taxes levied or assessed on you or the Franchised Business.

9. TECHNOLOGY SYSTEMS, BUSINESS RECORDS, AND REPORTING

9.1. Information Systems

In addition to requiring use of the PIP System and the OMS, we have the right to specify other systems that you and/or the Clients must use. If we specify any other hardware or software systems, you must obtain and install them at your own expense. You must maintain your technology systems in good working order at all times and promptly install upgrades, additions, modifications, and other system components as necessary. You (or the Principal Owner) must have a mobile phone or other personal communication device by which we can reach you at all reasonable times.

9.2. Access to Your Systems

You must maintain an electronic connection with us at all times and give us independent access to the systems that we require you to use in the operation of your Franchised Business from time to time, as well as any other systems that you use to store or process Confidential Information (as defined in Section 12) or to display the Licensed Marks to others. You must provide us with login credentials as necessary for this purpose.

9.3. Business Records

We may prescribe requirements in the Brand Standards Manual for keeping books, records and accounts of business conducted under this Agreement. You must preserve all books, records and

accounts of the Franchised Business, including all Client agreements and liability waivers, in at least electronic form for 5 years from the date of preparation.

9.4. Reports and Financial Statements

In addition to the information and reports available from the PIP System, we may require you to submit other financial and operational reports and records to us at the times and in the manner that we specify. We may also require you to submit quarterly income statements showing the results of your operations during the quarter and for the year to date, and a balance sheet as of the end of the quarter.

9.5. Late Report Fee

To encourage prompt delivery of all Certificates of Insurance and any other reports or records we request or require under Section 9.4, you must pay us, upon demand, a late report fee under Section 8.9 for each report or record that you do not deliver when due.

9.6. Inspections

We have the right at any time: (i) to conduct inspections of the Franchised Business; (ii) to attend your BBFB Events; (iii) to interview your Clients, participants, and workers; and (iv) to review your business records or conduct a financial examination or audit as provided in Section 9.7. You must cooperate with inspections by giving our representatives unrestricted access and rendering such assistance as our representatives may reasonably request. If we notify you of any deficiencies after the inspection, you must promptly take steps to correct them. If you fail to correct any deficiencies within a reasonable time, we have the right to correct the deficiencies and to invoice you for our services.

9.7. Examination and Audit Rights

We have the right, both during and after the term of this Agreement: (i) to inspect and copy your business records, the federal, state and local tax returns of the Franchised Business, and any other forms, reports, information or data that we reasonably designate; and (ii) to conduct a financial examination or audit of the Franchised Business. We may inspect business records at any time, but we will provide you 10 days written notice before conducting an in-person financial examination or audit. We may conduct the examination or audit at our offices or those of a third party, in which case we may require you to assemble your records in a central location and/or to send us your records. If the examination or audit reveals an underpayment, you must immediately pay us the amount owing, plus interest as provided in Section 8.9. If underpayment is more than 5% for the period covered by the examination or audit, you must also reimburse us for the full reasonable cost of the examination or audit, including travel, lodging, meals, and wages of our representatives and the legal and accounting fees of any attorneys or independent accountants we use for the examination or audit.

9.8. Privacy

You are required to comply with applicable laws and our requirements pertaining to the collection, use, processing, protection, integrity, transfer of, consumer access to, correction of, and deletion of Personal Information. "**Personal Information**" includes any information that, by itself or in conjunction with other information, may be used to specifically identify an individual, such as name, physical address, telephone number, e-mail address, social media accounts, billing and payment history, customer service requests, and any other information as defined in applicable law.

9.9. Customer Data and Business Data

"**Customer Data**" means Personal Information (as defined in Section 9.8), sales and payment history, and all other information about any person or entity the Franchised Business has serviced, wherever stored; and "**Business Data**" means all financial reports, vendor and supplier pricing data, and all other data about the Franchised Business other than Customer Data. To the extent permitted by applicable law, all Customer Data that you and we collect from Clients and participants in connection with the Franchised Business, whether through the PIP System or otherwise, is deemed to be owned by us. We have the right to access all Customer Data, in whatever form existing and wherever maintained. Because we own the Customer Data, we can (subject to applicable law) share it with our affiliates, service providers, contracted third parties, or any other person, for any purpose, without notifying or compensating you, both during and after this Agreement, including for marketing and cross-selling products and services. You have the right to use Customer Data while this Agreement or a Successor Franchise Agreement is in effect, but only in accordance with the policies that we establish from time to time. You may not sell, transfer, or use Customer Data for any purpose other than marketing Bouquet Box Flower Bar products and services. However, if you sell the Franchised Business, you may transfer the right to use Customer Data to the buyer for value.

9.10. Data and Network Security

You are required to implement business-standard administrative, physical, and technical security measures and devices to protect the Franchised Business, PIP System, OMS, and Customer Data from unauthorized access, acquisition, loss, destruction, disclosure or transfer. You are responsible for protecting all devices you use to access the PIP System and OMS from computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders. This includes best efforts to secure your systems, including but not limited to the use of firewalls, access code protection, anti-virus systems, and backup systems. In the event of a known or suspected security breach, you agree to notify us promptly and comply with applicable laws regarding response to the breach.

9.11 Ownership Information

If you are (or transfer this Agreement to) a corporation, partnership or LLC, you agree to furnish us on request with a list of holders of direct or indirect equity interests and their percentage interests, as well as copies of your governing documents and any other corporate documents, books, or records. Throughout the term of this Agreement, your governing documents must provide that no transfer of any ownership interest may be made except in accordance with the terms of this Agreement. Any securities that you issue must bear a conspicuous printed legend to that effect.

10. MARKETING AND ADVERTISING

10.1. Brand Consistency

You acknowledge the importance of standardization of marketing and advertising programs to the goodwill and public image of the System, the Licensed Marks, and Bouquet Box Flower Bar Businesses generally. You further acknowledge our rights in this Section to control advertising, marketing and public relations programs and the manner in which marketing and advertising funds are used from time to time.

10.2. Brand Fund

10.2.1. You must make ongoing contributions to the Brand Fund as provided in Section 8. The purpose of the Brand Fund is to support general recognition of the Bouquet Box

Flower Bar brand. We will have the right to direct all advertising, marketing, public relations, and other activities to promote, develop and enhance the Brand, with final discretion over strategic direction, creative concepts, the materials and endorsements to be used, and the geographic market and media placement. We may use the Brand Fund to pay costs and expenses as we determine in our sole discretion, including but not limited to: production of video, audio, written, online and mobile marketing materials; purchasing promotional items; sponsorship of sporting, charitable, or similar events; design, establishment, and maintenance of websites, social media, mobile applications and other electronic marketing; implementation of advertising programs, promotions, direct mail, and media advertising; marketing and sales training; employing advertising agencies; conducting public relations, consumer research, product development, product testing, and test marketing programs; developing and implementing trade dress and design prototypes; fulfillment charges; salaries and expenses of employees of Franchisor and affiliates working for or on behalf of the Brand Fund; fees of accounting firms, design firms, public relations firms, consultants and ad agencies providing services to the Brand Fund; legal fees for advertising pre-clearance, defense of false advertising claims, and defense of any claims made regarding our administration of the Brand Fund; other administrative costs and overhead incurred in activities related to the administration and activities of the Brand Fund; and interest on any monies borrowed by the Brand Fund.

10.2.2. If we or our affiliates operate any Bouquet Box Flower Bar Businesses, they will contribute to the Brand Fund on the same basis as the Franchised Business.

10.2.3. We will not use any contributions to the Brand Fund to defray our general operating expenses, except for reasonable administrative costs and overhead we incur in activities reasonably related to the administration of the Brand Fund or the management of Brand Fund-supported programs (including salaries of our personnel who devote time to Brand Fund activities).

10.2.4. We will make available to you any creative materials financed by the Brand Fund. If you request specific materials to be produced or customized for you, you agree to pay or to reimburse us for any costs to reproduce the materials and/or to customize the materials for your use.

10.2.5. We may seek the advice of franchisees by formal or informal means with respect to the creative concepts and media used for programs financed by the Brand Fund, but we retain final authority on all Brand Fund activities and expenditures. We have the right to incorporate, replace, change or dissolve the Brand Fund. If we decide to dissolve the Brand Fund, contributions to the Brand Fund will stop, but the Brand Fund will continue in existence until all remaining funds have been spent.

10.2.6. We will not be obligated, in administering the Brand Fund, to make expenditures for you that are equivalent or proportional to your contributions, or to ensure that any particular franchisee or Bouquet Box Flower Bar Business benefits directly or pro rata from expenditures by the Brand Fund. You have no right to reduce or withhold contributions based on any alleged lack of benefits to the Franchised Business or based on failure by any other franchisee (with or without our permission) to make its contributions to the Brand Fund.

10.2.7. We are not required to have an independent audit of the Brand Fund completed. We will prepare an unaudited statement of contributions and expenditures for the Brand Fund and make it available within 90 days after the close of our fiscal year to franchisees who make a written request for a copy.

10.2.8. Nothing in this Agreement is intended or will be construed to impose a trust or fiduciary duty on Franchisor in connection with the Brand Fund, including, but not limited to, with respect to the collection of contributions, maintenance of the bank account, bookkeeping, or the disbursement of monies from the Brand Fund. Except as expressly provided in this Section 10.2, we

assume no direct or indirect liability or obligation to you with respect to maintenance, direction, or administration of the Brand Fund.

10.3. Local Marketing

10.3.1. We reserve the right to require you to spend a minimum amount for local marketing of the Franchised Business. We will have the right to set and change the minimum amount on reasonable notice, provided that it does not exceed the amount specified in the Appendix. If we invoke this right, we may require that you submit a periodic spending plan for our approval. If applicable, your local spending obligation will be in addition to your Brand Fund contributions. We may require you to submit appropriate documentation to verify compliance with the minimum spending obligation. We have the right to designate the types of expenditures that will or will not count toward the minimum spending requirement.

10.3.2. You may satisfy all or a portion of your local marketing expenditure requirement (if applicable) through cooperative advertising with other Bouquet Box Flower Bar franchises. We may provide standards and requirements for cooperative marketing. If you would like to deviate from these requirements, you and the other participants must obtain our prior written approval.

10.4. Special Promotions

You agree to participate in and comply with special promotional activities that we may prescribe from time to time for Bouquet Box Flower Bar Businesses generally or in specific geographic areas or for specific types of BBFB Events. These activities may include special offers and other pricing promotions. You agree to bear your own costs of participating locally in such promotions, which will count toward your obligations under Section 10.3, if applicable.

10.5. Approval of Marketing

You agree to conduct all marketing in a dignified manner and to conform to the standards and requirements we specify from time to time in the Brand Standards Manual or other written materials. All advertising and promotional materials must bear the Licensed Marks in the form, color, location, and manner that we prescribe. We will have the final decision on all creative development of advertising and promotional messages. You must submit to us in writing for our prior approval all sales promotion materials and advertising that have not been prepared by or previously approved by us. If you do not receive our written approval within 15 business days from the date we received the material, the material is deemed disapproved. We reserve the right to require you to discontinue the use of any advertising or marketing materials.

10.6. Electronic Marketing and Communications

Unless we have agreed to it in writing, you may not use, register, maintain, or sponsor any website, URL, social media, blog, messaging system, email account, username, text address, mobile application, or other digital, electronic, mobile or Internet presence that uses or displays any of the Licensed Marks (or any derivative thereof) or that promotes any products or services of the Franchised Business. The use of any digital or electronic medium constitutes advertising and promotion subject to our approval under Section 10.5. You agree not to post or transmit, or cause any other party to post or transmit, advertisements or solicitations by telephone, e-mail, text message, instant message, website, social media, mobile apps, VoIP, streaming media, or other electronic media that are inconsistent with our brand advertising guidelines and standards. The brand advertising standards may include the use of disclaimers, warnings, and other statements that Franchisor may prescribe. You are responsible for ensuring that your employees understand the policies relating to the use of

social media and you are responsible for your employees' use of social media in accordance with such policies. We have the right to require that social media accounts, profiles, pages, and registrations that primarily promote the Licensed Marks or the Franchised Business be registered in Franchisor's name. For any such accounts that we permit to be registered in Franchisee's name, you agree to provide us with the current login credentials within five (5) days after opening the account or changing the credentials. We will have the rights to: (i) access any social media accounts to take corrective action if the account or any postings are in violation of our policies; and (ii) take ownership of the accounts on expiration or termination of this Agreement and operate them thereafter as we see fit. We may offer to provide, or may require that you have, a website for your Franchised Business (which may be structured as a separate page of a consumer website(s) supported by the Brand Fund).

10.7. Media Appearances

You may not make any television or radio appearance, or make any statement to any public media, in connection with the Franchised Business unless you obtain our prior written approval.

10.8. Customer Loyalty and Gift Card Programs

You may be required to participate in any customer loyalty, gift card, gift certificate, and other programs we prescribe for Bouquet Box Flower Bar Businesses. You may not offer your own customer loyalty, gift card, or gift certificate program for the Franchised Business without our prior written approval.

11. LICENSED MARKS AND COPYRIGHTS

11.1. Identification of the Franchised Business; Public Notice of Independent Status

You are required to operate, advertise, and promote the Franchised Business only under the Licensed Marks. In conjunction with any use of the Licensed Marks, you must conspicuously identify yourself in all dealings with Clients, participants, employees, contractors, landlords, vendors, suppliers, reporters, public officials, and others as an independent franchisee operating under authority of this Agreement. You are required to display a prominent notice, in a form that we may prescribe, on all business cards, stationery, advertising, signs, vehicle wraps, and other public-facing materials, identifying us as the owner of the Licensed Marks and stating that you are a licensed user of the Licensed Marks.

11.2. Your Acknowledgments

You acknowledge that: (a) the Licensed Marks serve to identify Bouquet Box Flower Bar services and the businesses operating under the System; (b) your use of the Licensed Marks under this Agreement does not give you any ownership interest in them; and (c) all goodwill associated with and identified by the Licensed Marks inures exclusively to our benefit and is our property. During the term of this Agreement and after its expiration or termination, you agree not to directly or indirectly contest, or aid in contesting, the validity or ownership of the Licensed Marks or take any action detrimental to our rights in the Licensed Marks. Upon the expiration or termination of this Agreement, no monetary amount will be attributable to goodwill associated with your activities as a franchisee under this Agreement.

11.3. Limitations on Use of the Licensed Marks

You agree:

11.3.1. To use only the Licensed Marks we designate, and only in the manner we authorize;

11.3.2. To use the Licensed Marks only for the operation of the Franchised Business and in advertising the Franchised Business;

11.3.3. To operate and advertise the Franchised Business only under the name BOUQUET BOX FLOWER BAR without prefix or suffix;

11.3.4. To ensure that the Licensed Marks bear the "®", "™", or "SM" symbol, as we prescribe from time to time.

11.3.5. To permit us or our representatives to inspect your operations to assure that you are properly using the Licensed Marks;

11.3.6. To use the Licensed Marks to promote and to offer for sale only the products and services that we have approved, and not use any Licensed Marks in association with the products, materials or services of others;

11.3.7. Not to use or permit the use or display of the Licensed Marks as part of any Internet domain name, website, social media or other digital media without our prior written consent;

11.3.8. Not to use the Licensed Marks to incur any obligation or indebtedness on our behalf; and

11.3.9. Not to use any of the Licensed Marks as part of your corporate or legal name.

11.4. Changes to the Licensed Marks

We have the right, upon reasonable notice, to change, discontinue, or substitute for any of the Licensed Marks and to adopt new Licensed Marks for use with the System, without any liability for any diminishment of the brand. You agree to implement any such change at your own expense within the time we reasonably specify.

11.5. Copyrighted Materials

You acknowledge that we are the owner of certain copyrighted or copyrightable works (the "**Works**") and that the copyrights in the Works are valuable property. The Works include, but are not limited to, the Brand Standards Manual, advertisements, promotional materials, signs, websites, mobile applications, and vehicle graphics. We authorize you to use the Works on the condition that you comply with all of the terms and conditions of this Agreement. This Agreement does not confer any interest in the Works on you, other than the right to use them in the operation of the Franchised Business in compliance with the terms of this Agreement. If you prepare any adaptation, translation or other work derived from the Works, whether or not authorized by us, you agree that the material will be our property and you hereby assign all your right, title and interest therein to us. You agree to sign any documents we deem necessary to confirm our ownership

11.6. Third-Party Challenges

You agree to notify us promptly of any unauthorized use of the Licensed Marks or Works of which you have knowledge. You also agree to inform us promptly of any challenge by any person or entity to the validity of our ownership of or our right to license others to use any of the Licensed Marks or Works. We have the right, but no obligation, to initiate, direct and control any litigation or administrative proceeding relating to the Licensed Marks or Works, including but not limited to any settlement. You agree to execute all documents and render any other assistance we may deem necessary to any such proceeding.

12. CONFIDENTIAL INFORMATION

12.1. Definition

"**Confidential Information**" means all knowledge and data not generally known to the public, whether or not constituting trade secrets, that we disclose to you and/or the Owners or that you obtain by virtue of this Agreement or any activities under this Agreement, including but not limited to: (i) methods, techniques, specifications, standards, policies, procedures, and designs relating to the operation of Bouquet Box Flower Bar Businesses; (ii) future marketing plans and promotional programs for the brand; (iii) Customer Data; (iv) inventory requirements and specifications; (v) sales, operating results, financial performance and other financial data of Bouquet Box Flower Bar Businesses; (vi) the contents of the Brand Standards Manuals and our training materials; (vii) vendor lists, terms of purchase, and other information concerning the selection and sourcing of products, services, technology, equipment and supplies; (viii) marketing studies, surveys, and cost studies; (ix) research and development, test results, and feasibility studies; and (x) business plans and non-public financial information of or about us and our affiliates. All information, knowledge and know-how relating to us, our business plans, or the System are deemed confidential for purposes of this Agreement, except information that you can demonstrate came to your attention by lawful means prior to our disclosure; or which, at the time of our disclosure to you, had become a part of the public domain.

12.2. Restrictions

During and after the term of this Agreement, you may not communicate, divulge or use Confidential Information for any purpose other than the operation of the Franchised Business. You may divulge Confidential Information only to your professional advisers and to your employees who must have access to the Confidential Information to operate the Franchised Business. You must require your employees and any other person or entity to whom you wish to disclose any Confidential Information to sign agreements that they will maintain the confidentiality of the disclosed information. The agreements must be in a form satisfactory to us and must identify us as a third-party beneficiary with the independent right to enforce the agreements.

13. TRANSFERS BY US

We have the unrestricted right to transfer or assign all or any part of our interest in this Agreement to any person or legal entity without your consent. You agree that we will have no liability after the effective date of transfer or assignment for the performance of, or for any failure to perform, any obligations we have transferred. We also have the absolute right to delegate to others the performance of any of our duties, obligations, or benefits under this Agreement.

14. TRANSFERS BY YOU

14.1. Definition of Transfer

In this Agreement, "**Transfer**" as a verb means to sell, assign, give away, pledge, or encumber, either voluntarily or by operation of law (such as through divorce, bankruptcy proceedings, or trust instruments), any interest in this Agreement, in the assets of the Franchised Business, or in the ownership of Franchisee (if the Franchisee is a corporation, partnership, or limited liability company). "Transfer" as a noun means any such sale, assignment, etc.

14.2. No Transfer Without Our Consent

Neither you nor any of the Owners may make any Transfer or permit any Transfer to occur without obtaining our prior written consent. We have sole and absolute discretion to withhold our consent, except as otherwise provided in Sections 14.3 through 14.8. We have the right to communicate with and counsel both you and the proposed transferee on any aspect of a proposed Transfer. No Transfer that requires our consent may be completed until at least 60 days after we receive written notice of the proposed Transfer. You agree to provide any information and documentation relating to the proposed Transfer that we reasonably require. Unless otherwise agreed, we do not waive any claims against the transferring party if we approve the Transfer.

14.3. Sale or Transfer of Business

For a proposed Transfer of the Franchised Business or this Agreement (or, if Franchisee is a corporation or other entity, a Transfer of ownership interests that would result in a change of control of the Franchisee or the Franchised Business), the following conditions apply (unless waived by us):

14.3.1. You must be in compliance with all obligations to us under this Agreement and any other agreement you have with us and our affiliates as of the date of the request for our approval of the Transfer, or you must make arrangements satisfactory to us to come into compliance by the date of the Transfer.

14.3.2. The proposed transferee must:

(a) Demonstrate to our satisfaction that he or she meets all of our then-current qualifications to become a Bouquet Box Flower Bar franchisee.

(b) Sign our then-current standard form of Franchise Agreement (or the standard form most recently offered to new franchisees, if we are not then offering franchises to new franchisees) for a new initial term. There is no limitation on the extent to which the terms of the new Franchise Agreement may differ from the terms of this Agreement.

(c) Successfully complete our then-current training requirements.

(d) Make arrangements to modernize, upgrade and conform the Franchised Business, at the transferee's expense, to our then-current standards and specifications for new Bouquet Box Flower Bar Businesses.

(e) If the proposed transferee is one of our other franchisees, he or she must not be in default under his or her agreements with us and must have a good record of customer service and compliance with our operating standards.

(f) If the transferee is a corporation or other entity, the owner or owners of a beneficial interest in the transferee must execute our then-current form of personal guarantee.

14.3.3. You must pay us a Transfer Fee as specified in the Appendix.

14.3.4. You and all Owners must sign a general release, in a form satisfactory to us, of all claims against us and our past, present and future affiliates, officers, directors, shareholders, agents and employees. You and the Owners will remain liable to us for all obligations arising before the effective date of the Transfer.

14.3.5. The price and other proposed terms of the Transfer must not, in our reasonable business judgment, have the effect of negatively impacting the future viability of the Franchised Business.

14.4. Ownership Changes

For any proposal to admit a new Owner, to remove an existing Owner, or to change the distribution of ownership shown on the cover page, or for any other transaction that amounts to the Transfer of a partial interest in the Franchised Business, you must give us advance notice and submit a copy of all proposed contracts and other information concerning the Transfer that we may request. We will have a reasonable time (not less than 30 days) after we have received all requested information to evaluate the proposed Transfer. We may withhold our consent on any reasonable grounds or give our consent subject to reasonable conditions, which may include (but are not limited to) the conditions in Sections 14.3 that we deem to be applicable, except that, instead of a transfer fee, we will only charge $500 or the amount of our legal and administrative costs (whichever is greater). Any proposed new owner must submit a personal application and sign a personal guarantee in the same form signed by the original Owners.

14.5. Transfer To a Corporation or Other Entity

We will consent to the assignment of this Agreement to a corporation, partnership or limited liability company that you form for the convenience of ownership, provided that: (a) the entity has and will have no other business besides operating Bouquet Box Flower Bar Businesses; (b) you satisfy the conditions in Sections 14.3.1 and 14.3.4; and (c) the Owners hold equity interests in the new entity in the same proportion shown on the cover page of this Agreement. If you Transfer to a corporation or other entity for convenience of ownership, there is no Transfer Fee but you must reimburse us for any reasonable costs and expenses we incur associated with completing the Transfer, including legal fees.

14.6. Transfer Upon Death or Incapacity

If you or any Owner dies, becomes incapacitated, or enters bankruptcy proceedings, that person's executor, administrator, personal representative, or trustee must apply to us in writing within 3 months after the event (death, declaration of incapacity, or filing of a bankruptcy petition) for consent to Transfer the person's interest. The Transfer will be subject to the provisions of Sections 14.2 through 14.5 that we reasonably determine to be applicable. In addition, if the deceased or incapacitated person is the Principal Owner, we will have the right (but not the obligation) to take over operation of the Franchised Business until the Transfer is completed and to charge a reasonable management fee for our services**.** For purposes of this Section, "**incapacity**" means any physical or mental infirmity that will prevent the person from performing his or her obligations under this Agreement (i) for a period of 30 or more consecutive days or (ii) for 60 or more total days during a calendar year. In the case of Transfer by bequest or by intestate succession, if the heirs or beneficiaries are unable to meet the conditions of Section 14.3, the executor may transfer the decedent's interest to another successor that we have approved, subject to all of the terms and conditions for Transfers contained in this Agreement.

If an interest is not disposed of under this Section 14.6 within twelve months after the date of death or appointment of a personal representative or trustee, we may terminate this Agreement under Section 15.1.

14.7. Non-Conforming Transfers

Any purported Transfer that is not in compliance with this Section 14 is null and void and constitutes a material breach of this Agreement, for which we may terminate this Agreement without opportunity to cure. Our consent to a Transfer does not constitute a waiver of any claims that we have against the transferor, nor is it a waiver of our right to demand exact compliance with the terms of this Agreement.

14.8. Our Right of First Refusal

We have the right, exercisable within 30 days after receipt of the notice specified in Section 14.2, to send written notice to you that we intend to purchase the interest proposed to be Transferred. We may assign our right of first refusal to someone else either before or after we exercise it. However, our right of first refusal will not apply with regard to a Transfer under Section 14.5 or a Transfer to your spouse or adult son or daughter (including Transfers to your spouse, son, or daughter as a result of death or incapacity as described in Section 14.6).

14.8.1. If the Transfer is proposed to be made pursuant to a sale, we or our designee may purchase the interest proposed to be Transferred on the same economic terms and conditions offered by the third-party. Closing on our purchase must occur within 60 days after the date of our notice to the seller electing to purchase the interest. If we cannot reasonably be expected to furnish the same consideration as the third-party, then we may substitute the reasonable equivalent in cash. If the parties cannot agree within 30 days on the reasonable equivalent in cash, we will designate, at our expense, an independent appraiser and the appraiser's determination will be final. Any material change in the terms of the offer from a third party after we have elected not to purchase the seller's interest will constitute a new offer subject to the same right of first refusal as the third party's initial offer.

14.8.2. If a Transfer is proposed to be made by gift, we will designate, at our expense, an independent appraiser to determine the fair market value of the interest proposed to be transferred. We may purchase the interest at the fair market value determined by the appraiser. Closing on the purchase will occur within 30 days after our notice to the transferor of the appraiser's determination of fair market value.

14.8.3. If we elect not to exercise our rights under this Section, the transferor may complete the Transfer after complying with Sections 14.2 through 14.6. Closing of the Transfer must occur within 60 calendar days of our election (or such longer period as applicable law may require); otherwise, the third-party's offer will be treated as a new offer subject to our right of first refusal. The Transfer is conditional upon our determination that the Transfer was on terms substantially the same as those offered to us.

15. TERMINATION

15.1. Termination by Us Without a Cure Period

In addition to any other rights of termination set forth in this Agreement, and subject to applicable law, we may terminate this Agreement by written notice to you, without giving you an opportunity to cure, in any of the following circumstances:

15.1.1. You fail to conduct your first BBFB Event by the deadline specified in the Appendix, as required by Section 6.2.

15.1.2. You conduct a BBFB Event that we have not approved or have expressly denied.

15.1.3. You disclose the contents of the Brand Standards Manual or other Confidential Information to any unauthorized person.

15.1.4. You make any material misrepresentation to us in connection with your application for the franchise, or you submit to us any report or statement that you know or should know to be false or misleading.

15.1.5. You become insolvent or make an assignment for the benefit of your creditors, or a receiver is appointed for the Franchised Business, or execution is levied against your business assets, or suit to foreclose any lien or mortgage or bankruptcy is instituted against you and not dismissed within 60 days.

15.1.6. After establishment of an Event Minimum under Section 7.8, you conduct fewer BBFB Events than the Event Minimum in two consecutive calendar years.

15.1.7. You refuse to permit, or try to hinder, an inspection of the Franchised Business or of your business records or a financial examination or audit of your books and records as provided in this Agreement.

15.1.8. Any condition exists with respect to the Franchised Business that, in our reasonable judgment, seriously jeopardizes public health or safety.

15.1.9. You fail to obtain or maintain required insurance.

15.1.10. You operate a Competing Business as defined in Section 17.1, or otherwise violate that section, and you do not stop within twenty-four (24) hours' notice from us.

15.1.11. You misuse or make any unauthorized use of the Licensed Marks or Works or engage in conduct we reasonably believe threatens to impair our reputation or our rights in the Licensed Marks or Works, and you do not stop within twenty-four (24) hours' notice from us.

15.1.12. Franchisee or any Owner is convicted of, pleads guilty to, or pleads no contest to a felony or any other crime or offense that we believe is likely to have an adverse effect on the System, the Licensed Marks, or the goodwill associated with them. Once Franchisee or any Owner has been arrested for or formally charged with a serious criminal offense, we will have the right: (i) to require that the individual(s) charged be removed from any active role in the Franchised Business pending final disposition of the charges; and (ii) if the person(s) charged include the Principal Owner, to take over operation of the Franchised Business and to manage it on your behalf pending final

disposition of the charges. If we exercise the right in clause (ii), we may charge a reasonable management fee for our services.

15.1.13. Franchisee or any Owner appears on any government list of "blocked" persons or its assets, property, or interests are "blocked" under any anti-terrorism law or similar law that prohibits us from doing business with Franchisee or the Owner.

15.1.14. Any Transfer occurs that does not comply with Section 14, including a failure to transfer to a qualified successor after death or disability within the time allowed by Section 14.6.

15.1.15. After curing a default under Section 15.2, you commit the same default within 18 months, whether or not the second default is cured.

15.1.16. You are in default three or more times under Section 15.2 within any 18-month period, whether or not the defaults are similar and whether or not they are cured.

15.2. Termination by Us Following Expiration of Cure Period

For any default not covered under Section 15.1, you have 15 days after written notice of default from us within which to remedy the default. You may avoid termination by curing the default to our satisfaction within the 15-day period (or such longer period as applicable law may require). If the default is not cured within the specified time, this Agreement will terminate without further notice, effective immediately upon the expiration of the specified time period. Any failure to comply with this Agreement, as amended or reasonably supplemented by the Brand Standards Manual or otherwise in writing, constitutes a default, including but not limited to the following:

15.2.1. You fail, refuse, or neglect to pay when due any monies owing to us or our affiliates under this Agreement or any other agreement.

15.2.2. You fail, refuse, or neglect to submit to us any financial or other reports we require under this Agreement.

15.2.3. You fail to comply with any of the mandatory standards or procedures prescribed by us in this Agreement, the Brand Standards Manual, or otherwise in writing.

15.2.4. You fail, refuse, or neglect to obtain our prior written approval or consent as required by this Agreement (other than a failure to obtain consent to a BBFB Event or a proposed Transfer, for which we may terminate without a cure period as provided in Section 15.1).

15.2.5. For a period of 15 days, you allow a continued violation of any law, ordinance, rule or regulation of a governmental agency, including the failure to maintain or procure any required licenses, permits, or certifications, in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief.

15.3. Liquidated Damages

If we terminate this Agreement based on your uncured default, in addition to any damages arising from the default, you must pay us, as liquidated damages for our lost future royalties and fees, an amount equal to one year of Royalty Fees and Brand Fund contributions, calculated as your average monthly Royalty Fees (or Annual Minimum Royalty, if applicable) and Brand Fund contributions in the year preceding the termination of this Agreement, multiplied by 12 or the number of months remaining in the Agreement term, whichever is less.

15.4. Termination by You

You may terminate this Agreement only if: (a) we commit a material breach of this Agreement; (b) you give us written notice of the breach; (c) we fail to cure the breach, or to take reasonable steps to begin curing the breach, within 60 days after receipt of your notice; and (d) you are in full compliance with your obligations under this Agreement. Termination will be effective no less than 10 days after you deliver to us written notice of termination for failure to cure within the allowed period.

16. OBLIGATIONS ON TERMINATION OR EXPIRATION

Upon expiration or termination of this Agreement for any reason, unless we direct you otherwise:

16.1. You must promptly pay all sums owing to us, our affiliates and suppliers, including but not limited to Royalty Fees, Brand Fund contributions, or other fees, damages, and expenses. You must also reimburse us for attorney's fees incurred as a result of your default.

16.2. You must cease to use the confidential methods, procedures, and techniques associated with the System. You must immediately deliver to us all materials, marketing templates, records, files, forms, instructions, signs, equipment, correspondence, copies, Customer Data, Client contracts, and other property in your possession or control that contain Confidential Information (as defined in Section 12) or that bear the Licensed Marks. You may not retain unauthorized copies of these materials.

16.3. You must immediately cease to use, by advertising or in any other manner, the name BOUQUET BOX FLOWER BAR, all other Licensed Marks, the Works, and all other distinctive forms, slogans, signs, symbols, websites, domain names, email addresses, and devices associated with the System. If you subsequently begin to operate another business, you must not use any reproduction, counterfeit, copy or colorable imitation of the Licensed Marks that is likely to cause confusion, mistake or deception, or which is likely to dilute our exclusive rights in and to the Licensed Marks, nor any trade dress or designation of origin or description or representation which falsely suggests or represents an association or connection with us.

16.4. You must promptly take action to cancel any assumed name registration or equivalent registration containing the words "Bouquet Box" or any other Licensed Marks.

16.5. At our request, you must provide us with complete data regarding any scheduled BBFB Events that have not been completed, including a copy of the Client agreement, and provide us with all other information and access necessary for us (or our designee) to continue servicing the Client and related business relationships. To this end, each Client agreement must include a clause providing us the unconditional right (but not an obligation) to assume (directly or through a designee) the Client agreement upon the termination or expiration of this Agreement. You must cooperate with our reasonable requests to assist in transition of Clients to another Bouquet Box Flower Bar Business.

17. RESTRICTIONS ON COMPETITION

17.1. During Term

The relationship established by this Agreement will provide access to valuable Confidential Information, training, and business opportunities that you and the Owners did not possess before entering into this Agreement. Accordingly, while this Agreement is in effect, you and the Owners shall not, without our prior written consent:

17.1.1. Own, manage, engage in, be employed by, advise, make loans to, consult for, or have any other interest in a Competing Business. "**Competing Business**" means any business or organization that offers floral arranging events for groups of four (4) or more participants as a regular part of its activities; or

17.1.2. Appropriate or duplicate any part of the System for a purpose other than the Franchised Business, or divert or attempt to divert any prospective Client to any Competing Business.

17.2. After Termination, Expiration or Transfer

For one (1) year after the expiration or termination of this Agreement or an approved Transfer of the Franchised Business to a new franchisee, you and the Owners shall not, without our prior written consent:

17.2.1. Own, manage, engage in, be employed by, advise, make loans to, consult for, or have any other interest in any Competing Business that is operating within your former Territory, within 20 miles of your former Territory, or within the Territory of any other Bouquet Box Flower Bar Business; or

17.2.2. Appropriate or duplicate any part of the System for a Competing Business, or solicit any Client that hosted or sponsored a BBFB Event within the Territory within 6 months before expiration, termination, or Transfer of this Agreement for the purpose of inducing that Client to become a customer of any Competing Business.

However, this Section 17.2 shall not apply if: (a) we have announced a decision to stop franchising the Bouquet Box Flower Bar concept; or (b) we decide to withdraw the Bouquet Box Flower Bar concept from the geographic market in which your Territory is located.

17.3. Owners and Employees

The Owners personally bind themselves to this Section 17 by signing this Agreement or the attached Personal Guaranty. With respect to the Owners, the time period in Section 17.2 will run from the expiration, termination, or Transfer of this Agreement or from the termination of the Owner's relationship with you, whichever occurs first. At our request, you must also obtain from your officers, directors, and employees, as we may designate, and furnish to us, executed noncompete and confidentiality agreements in a form acceptable to us.

17.4. Indirect Violations Prohibited

You may not attempt to circumvent the restrictions in Sections 17.1 and 17.2 by engaging in prohibited activity indirectly through any other person or entity.

17.5. Applicability

This Section 17 does not prohibit you from being employed by a floral business that is not a Competing Business as defined in Section 17.1.1, provided that you comply with Sections 17.1.2 and 17.2.2.

17.6. Enforcement

The existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of this Section 17. You agree to pay all costs and expenses that we reasonably incur in enforcing this Section 17, including reasonable

attorneys' fees. A violation of the terms of this Section 17 would result in irreparable injury to us for which no adequate remedy at law may be available; accordingly, you consent to the issuance of an injunction prohibiting any conduct in violation of the terms of this Section 17. Such injunctive relief will be in addition to any other remedies that we may have. The time and area limitations in Sections 17.1 and 17.2 do not apply to or limit the enforcement of our intellectual property rights in the Licensed Marks, the System, and the Confidential Information.

18. RELATIONSHIP OF THE PARTIES

This Agreement does not create a fiduciary or other special relationship or make you or us an agent, legal representative, joint venturer, partner, employee or servant of each other for any purpose. You are not authorized to make any contract, agreement, warranty or representation on our behalf, or to create any obligation, express or implied, on our behalf.

19. INDEMNIFICATION

You agree to indemnify Franchisor, its affiliates, and their respective past, present, and future officers, directors, shareholders, employees, and agents (collectively, "**Protected Parties**") for, and at our option defend the Protected Parties against: (i) any claims (whether or not by a third party) arising directly or indirectly from, as a result of, or in connection with your activities under this Agreement (collectively, "**Claims**"); and (ii) any liabilities, damages, losses, and expenses the Protected Parties incur as a result of such Claims, including but not limited to attorneys' fees, costs of investigation, settlement costs, fines, civil penalties, and interest charges (collectively, "**Expenses**"). To the extent permitted by law, this indemnity includes Claims and Expenses alleged to be caused by the negligence of the Protected Parties, unless (and then only to the extent that) the Claim or Expense is finally determined by a court to have been caused solely by the gross negligence or willful misconduct of the Protected Parties. With respect to any threatened or actual litigation, proceeding, or dispute that could directly or indirectly affect any of the Protected Parties, the Protected Parties will have the right, but no obligation, to: (i) choose counsel; (ii) direct, manage, and control the handling of the matter; and (iii) settle any Claim on behalf of the Protected Parties. Your obligations under this Section are not limited by the amount of your insurance coverage. This Section will survive the expiration or termination of this Agreement.

20. CONSENTS AND WAIVERS

20.1. Consent

Whenever our prior written consent is required under this Agreement, you agree to make a timely written request to us for such consent. Our approval or consent must be in writing and signed by an authorized officer to be effective.

20.2. Waivers

No delay or failure to exercise any right under this Agreement or to insist upon your strict compliance with any obligation or condition, and no custom or practice that differs from the terms of this Agreement, will constitute a waiver of our right to exercise the contract provision or to demand your strict compliance with the terms of this Agreement. Our waiver of any particular default does not affect or impair our rights with respect to any subsequent default you may commit. Our waiver of a default by another franchisee does not affect or impair our right to demand your strict compliance with the terms of this Agreement. Our acceptance of any payments due from you does not waive any prior defaults.

21. NOTICES

All notices related to this Agreement are required to be in writing and are required to be delivered in person or sent by certified mail, by national commercial delivery service, or by other written or electronic means which affords the sender reliable evidence of delivery or attempted delivery, to our principal business address, which is currently 2460 SW 116th Terrace, Davie, Florida 33325. Notices to you will be sent to the address on the cover page of this Agreement or to the business email address we then have on record.

22. ENTIRE AGREEMENT

This Agreement and the documents referred to herein constitute the entire agreement between you, the Owners, and us with respect to the Franchised Business. It supersedes all prior negotiations, representations, correspondence and agreements concerning the same subject matter, except that nothing in this Agreement is intended to disclaim any representations made in any Franchise Disclosure Document that you received from us in connection with this Agreement. Except as expressly provided in this Agreement (for example, with respect to our right to change the Brand Standards Manual), this Agreement may be amended only in a writing signed by you and an authorized officer of Bouquet Box Flower Bar LLC.

23. SEVERABILITY AND SURVIVAL

23.1. Each provision of this Agreement is severable from the others. If, for any reason, any provision is determined by a court or arbitrator to be invalid, the invalidity will not impair the operation of the remaining provisions of this Agreement. The latter will continue to be given full force and effect and bind us and you.

23.2. Each provision of this Agreement that expressly or by reasonable implication is to be performed, in whole or in part, after the expiration, termination, or Transfer of this Agreement will survive expiration, termination, or Transfer.

24. GOVERNING LAW

This Agreement and the relationship between Franchisor and Franchisee and the Owners is governed by the laws of the State of Florida, except that if a provision of this Agreement would not be enforceable under the laws of Florida, and if the Franchised Business is located outside of Florida and the provision would be enforceable under the laws of the state in which the Franchised Business is located, then that provision will be governed by the laws of the state in which the Franchised Business is located. In the event of any conflict of law question, the law applicable under this section will prevail, without regard to the application of Florida conflict-of-law rules. This Section 24 is not intended to subject this Agreement or our relationship with you to any Florida statute or regulation that would not apply by its own terms without considering this Section.

25. DISPUTES

25.1. Submission to Mediation

Before the filing of any arbitration demand or litigation, any controversy or claim arising between us must be submitted to non-binding mediation administered by an established, neutral mediation service with experience in franchise disputes, unless excepted from this provision by Section 25.5 or Section 25.10. Both parties must sign a confidentiality agreement before participating in any mediation proceeding. The mediation will take place in the city where our principal office is located at the time the demand for mediation is filed. Once either party has submitted a dispute to mediation, the obligation to attend will be binding on both parties.

25.2. Claims Subject to Arbitration

Any dispute relating to or arising out of this Agreement, the relationship between us and you, or your operation of the Franchised Business that is not resolved by mediation must be submitted to binding arbitration, unless excepted from this provision by Section 25.5 or Section 25.10. Arbitration will be carried out in accordance with the rules set forth in Section 25.3. The parties may agree to arbitrate matters that are not subject to mandatory arbitration, and if they do so the arbitration will be conducted under the same provisions set forth for mandatory arbitration in Section 25.3.

25.3. Arbitration Rules

Unless otherwise agreed by you and us at the time of the dispute, arbitration will be conducted under the then prevailing Commercial Rules of the American Arbitration Association, except as such rules may be modified by the following:

25.3.1. The parties will jointly select a neutral arbitrator. If the parties have not agreed on an arbitrator within 30 days from the filing of the arbitration demand, the arbitrator will be appointed in accordance with the rules of the administering agency.

25.3.2. The arbitrator will have no authority to entertain or permit any class claims or consolidated proceeding.

25.3.3. The arbitrator's fees and expenses will be split equally between the parties. Except as provided in Section 25.3.4, all other costs and expenses in connection with the arbitration will be the responsibility of the party who incurs the expense or requests the service (such as a transcript of the arbitration proceeding).

25.3.4. The decision of the arbitrator will be final and binding on the parties, and the arbitrator's award will be the exclusive remedy between the parties with respect to all claims, counterclaims, and issues presented or pled to the arbitrator. The arbitrator must follow the law specified in Section 24 to govern this Agreement. The arbitrator may make any award or enter any order, including an injunction or specific performance, consistent with the governing law, but the arbitrator will have no authority to award punitive damages, to assess costs or attorney's fees, or to rewrite or change the terms of this Agreement. An award of monetary damages must include interest from the date of the award until the award is paid in full, at a rate of interest fixed by the arbitrator. The award must be paid promptly, without deduction or offset.

25.3.5. Judgment upon the award may be entered in any court having jurisdiction. If the award is upheld by a court of competent jurisdiction in a proceeding by either party to enforce the award or to challenge the award, the party challenging the award or resisting its enforcement must pay, to the extent permitted by law, all reasonable costs, legal fees, and expenses incurred by the

party defending the award or seeking its enforcement, together with interest on the award from the date of its issuance as determined by the court.

25.3.6. The decision of the arbitrator will have no collateral estoppel effect with respect to a controversy with any person or entity who is not a party to the arbitration proceeding.

25.4. Governing Law for Arbitration

Notwithstanding Section 24, any issue regarding arbitrability or the enforcement of Sections 25.2 and 25.3 will be governed by the Federal Arbitration Act and the federal common law of arbitration.

25.5. Claims Not Subject to Mandatory Arbitration

We are not compelled to mediate or arbitrate: (i) any claim or dispute involving actual or threatened disclosure or misuse of our Confidential Information or trade secrets; (ii) any claim or dispute involving the ownership, validity, or use of the Licensed Marks; (iii) any action by us to enforce the restrictions set forth in Section 17 of this Agreement; or (iv) any controversy where the aggregate value of the disputed claims exceeds $100,000, exclusive of interest and costs.

25.6. Forum for Arbitration or Litigation

You and the Owners must file any suit against us, and we may file any suit against you, in the federal or state court where our principal office is located at the time the suit is filed. The parties waive all objections to personal jurisdiction and venue for the purpose of carrying out this provision. You and the Owners must file any arbitration demand against us, and we may file any arbitration demand against you, with the American Arbitration Association (or other administering agency) office nearest our principal office at the time the demand is filed, and any arbitration hearings will be held in the city or county in which our principal office is located at the time the demand for arbitration is filed.

25.7. Mutual Waiver of Jury Trial

To the extent permitted by law, you and we each irrevocably waive trial by jury in any litigation.

25.8. Mutual Waiver of Punitive Damages

To the extent permitted by law, each of us waives any right to or claim of punitive, exemplary, multiple, or consequential damages against the other and agrees to be limited to the recovery of actual damages sustained.

25.9. Remedies Not Exclusive

Except as provided in Sections 25.1 through 25.8, no right or remedy that the parties have under this Agreement is exclusive of any other right or remedy under this Agreement or under applicable law.

25.10. Right to Injunctive Relief

Nothing in this Agreement bars you or us from seeking preliminary injunctive or declaratory relief against a breach or threatened breach of this Agreement that will cause us or you loss or damage, pending mediation and arbitration of this dispute under Sections 25.1 and 25.2.

25.11. Attorney's Fees and Costs

You agree to reimburse us for all expenses we reasonably incur (including attorneys' fees): (a) to enforce the terms of this Agreement or any obligation owed to us by you and/or the Owners; and (b) in the defense of any claim you and/or the Owners assert against us on which we substantially prevail in court, arbitration, or other formal legal proceedings.

26. FORCE MAJEURE

26.1. Force Majeure

Upon giving notice to the other party, a party affected by an event of Force Majeure (as defined below) will be excused from non-performance or delay in performance of its obligations under this Agreement, but only to the extent and only for the period that its performance of such obligations is prevented by the event of Force Majeure. Such notice must identify the event of Force Majeure and include the party's good faith estimate of the extent to which its performance will be prevented or delayed. The party so affected shall resume performance as soon as practicable once the event of Force Majeure has abated. If the party affected by an event of Force Majeure has not resumed performance within sixty (60) days after the onset of the event of Force Majeure, the other party shall have the right to terminate this Agreement without penalty on 30 days' written notice. During the period that the affected party's performance is excused in whole or in part by reason of an event of Force Majeure, the other party may suspend the performance of all or part of its obligations to the extent that such suspension is commercially reasonable.

In this Agreement, "**Force Majeure**" means: (a) natural disasters, extreme weather and pandemics; (b) accidents and casualty events; (c) unanticipated interruptions of essential technology, telecommunications, or utilities (including cyberattacks, ransomware attacks, loss of Internet service, and loss of electrical service); (d) governmental action (evacuations, curfews, closure orders, orders restricting scope of operations, or adoption of laws or regulations making performance unlawful); (e) acts of war, terrorism, sabotage, riot or insurrection; and (f) other similar material and substantial events outside of the commercially reasonable control of the affected party. Notwithstanding the foregoing, the following will not excuse performance by Franchisee under this Section: Franchisee's financial inability to perform; strikes or work stoppages by Franchisee's workers; or general market conditions. With respect to Franchisor only, "Force Majeure" also includes the inability of our suppliers to produce, purchase, and/or cause delivery of essential products or services used in the operation of the Franchised Business.

You represent that the person signing this Agreement on behalf of Franchisee has full authority to do so.

BOUQUET BOX FLOWER BAR LLC

By _____

Title _____

FRANCHISEE (Print name of limited liability company, corporation, or limited partnership):

_____

Signature _____

Title _____

OWNER(S)

_____, individually

_____, individually

_____, individually

APPENDIX A TO FRANCHISE AGREEMENT

SECTION REFERENCE	SUBJECT	FRANCHISEE'S INFORMATION
Section 1.1	Territory	The "Territory" consists of the following zip code area(s): **[insert zip codes]**
Section 2.2.6	Renewal Fee	The Renewal Fee is: **[insert amount equal to 50% of initial franchise fee]**
Section 6.2	First Event Deadline	**[Insert Date]**
Section 7.8	Event Minimum	**[Reserved]**
Section 8.1	Initial Franchise Fee	The Franchise Fee is: **[insert amount]**
Section 8.3	Annual Minimum Royalty	The Annual Minimum Royalty is determined from the following schedule: **Period of Time Following Original Opening Date of Franchised Business** — **Annual Minimum Royalty** First 6 Month Period — None Next 12 Month Period — $6,000 Next 12 Month Period — $10,000 Thereafter — $10,000 "**Original Opening Date**" means the date on which the Franchisee or any prior owner or predecessor operator of the Franchised Business first opened the Franchised Business.
Section 10.3	Local Marketing	If we implement a local marketing requirement, the maximum you would be required to spend is 10% of Franchise Revenue.
Section 14.3	Transfer Fee	The base transfer fee is the lesser of (a) 50% of the Initial Franchise Fee you paid us; or (b) $10,000. If we or any of our affiliates (or persons who work for us or our affiliates) assist you with securing the buyer, then in addition to the base transfer fee, you agree to pay us a fee of five percent (5%) of the total compensation you will receive in connection with the transaction (assuming all contingencies in the purchase agreement are met).

PERSONAL GUARANTY

As an inducement to Bouquet Box Flower Bar LLC ("**BBFB**"), a Florida limited liability company, to execute an Bouquet Box Flower Bar Franchise Agreement (the "**Agreement**") with _____ (the "**Company**"), a _____ organized under the laws of _____, the undersigned individuals (collectively, the "**Guarantors**") unconditionally guarantee to BBFB, its affiliates, and their successors and assigns that all of the Company's obligations under the Agreement, and under other agreements or arrangements between the Company and BBFB, its affiliates, or their successors or assigns (collectively, the "**Obligations**"), will be punctually paid and performed. The liability of the Guarantors under this Guarantee is joint and several.

1. Guarantee

Upon demand by BBFB, the Guarantors will immediately satisfy each Obligation. Each Guarantor waives any right to require BBFB to: (a) proceed against the Company or any other Guarantor for any contribution or payment required under the Agreement; (b) proceed against or exhaust any security from the Company or any other Guarantor; or (c) pursue or exhaust any remedy, including any legal or equitable relief, against the Company or any other Guarantor. Without affecting the liability of the Guarantors under this Guarantee, BBFB may, without notice to the Guarantors, extend, modify, or release any Obligation, or settle, adjust, or compromise any claims against the Company. The Guarantors waive notice of amendment of the Agreement and notice of demand for contribution or payment by the Company and agree to be bound by any and all such amendments and changes to the Agreement.

2. Indemnity

The Guarantors agree to hold harmless and indemnify BBFB its affiliates, and their respective officers, directors, shareholders, and employees against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees, reasonable costs of investigation, and court costs) resulting from, consisting of, or arising out of or in connection with any failure by the Company to perform any Obligation.

3. Other Personal Obligations

The Guarantors acknowledge and agree to be bound personally by all covenants not to compete, confidentiality provisions, governing law and dispute resolution provisions, and restrictions on transfer of interest contained in the Agreement. Except as expressly authorized by the Agreement, the Guarantors shall not make use of any of the intellectual property rights licensed under the Agreement and shall not disclose to any third-party or make use of any trade secrets, know-how, systems or methods of which Guarantors may acquire knowledge by virtue of the training they may have received from BBFB, their involvement in the business, or their ownership interest in the Company.

4. Duration

This Guarantee will terminate upon the termination or expiration of the Agreement. However, all liabilities of the Guarantors arising from events which occurred on or before the effective date of termination will remain in full force and effect until satisfied or discharged by the Guarantors. Upon the death of a Guarantor, the estate of the Guarantor will be bound by this Guarantee, but only for defaults and obligations of the Guarantor existing at the time of death; and the obligations of the other Guarantor(s) will continue in full force and effect.

GUARANTORS:

Date:_____ _____

Date:_____ _____

Date:_____ _____

Exhibit B List of Administrators

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA Commissioner Dep't of Financial Protection & Innovation 320 West Fourth St., Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677	NEW YORK New York State Dep't of Law Investor Protection Bureau 28 Liberty St., 21st Floor New York, NY 10005 (212) 416-8222
HAWAII Commissioner of Securities Dep't of Commerce & Consumer Affairs Bus. Reg. Div., Securities Compliance Branch 335 Merchant St., Room 203 Honolulu, HI 96813 / (808) 586-2722	NORTH DAKOTA North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505 Phone 701-328-2910
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second St. Springfield, IL 62706 (217) 782-4465	RHODE ISLAND Dep't of Business Regulation Securities Div., Building 69, First Floor John O. Pastore Center - 1511 Pontiac Av. Cranston, RI 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, IN 46204 (317) 232-6681	SOUTH DAKOTA Div. of Insurance Securities Regulation 124 South Euclid Av., Suite 104 Pierre, SD 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Div. 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	VIRGINIA State Corporation Commission Div. of Securities and Retail Franchising 1300 East Main St., 9th Floor Richmond, VA 23219 (804) 371-9051
MICHIGAN Florida Attorney General's Office Corporate Oversight Div., Franchise Section 525 West Ottawa St., 1st Floor Lansing, MI 48913 (517) 335-7567	WASHINGTON Dep't of Financial Institutions Securities Div. – 3rd Floor P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760
MINNESOTA Minnesota Dep't of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1600	WISCONSIN Div. of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-2139

Exhibit C: Agents for Service of Process

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

CALIFORNIA Commissioner Dep't of Financial Protection & Innovation 320 West Fourth St., Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677	NEW YORK Secretary of State One Commerce Plaza 99 Washington Av., 6th Floor Albany, NY 12231-0001 (518) 473-2492
HAWAII Commissioner of Securities of the State of Hawaii Dep't of Commerce & Consumer Affairs Bus. Reg. Div., Securities Compliance Branch 335 Merchant St., Room 203 Honolulu, HI 96813 / (808) 586-2722	NORTH DAKOTA North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505 Phone 701-328-2910
ILLINOIS Illinois Attorney General 500 South Second St. Springfield, IL 62706 (217) 782-4465	RHODE ISLAND Director of Dep't of Business Regulation Dep't of Business Regulation Securities Div., Building 69, First Floor John O. Pastore Center - 1511 Pontiac Av. Cranston, RI 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, IN 46204 (317) 232-6681	SOUTH DAKOTA Div. of Insurance Director of the Securities Regulation 124 South Euclid Av., Suite 104 Pierre, SD 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	VIRGINIA Clerk of the State Corporation Commission 1300 East Main St., 1st Floor Richmond, VA 23219 (804) 371-9733
MICHIGAN Florida Attorney General's Office Corporate Oversight Div., Franchise Section 525 West Ottawa St., 1st Floor Lansing, MI 48913 (517) 335-7567	WASHINGTON Director of Dep't of Financial Institutions Securities Div. – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Dep't of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1600	WISCONSIN Div. of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 (608) 266-2139

Exhibit D: Current Franchisees

Current franchisees as of our fiscal year ended Dec. 31, 2025:

California	Bouquets All Day LLC Katherine Hortzmann 4450 Celeste Court Vallejo, CA 94591 +1 707-310-6022
Florida	Champagne Kisses, Inc. Alys Winters 40 Iris Place Oldsmar, FL 34677 +1 727-637-6261
Tennessee	TN Flower Girls LLC Amy Parsons 119 Steeplechase Lane Nashville, TN 37221 + 1 314-440-8659

Exhibit E: Former Franchisees

Former franchisees as of our fiscal year ended Dec. 31, 2025:

None

BOUQUET BOX FLOWER BAR LLC
(A LIMITED LIABILITY COMPANY)

FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2025

BOUQUET BOX FLOWER BAR LLC
FOR THE YEAR ENDED DECEMBER 31, 2025

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Provectus & Associates CPAs PLLC
19 8th Street South PMB 369
Fargo, ND 58103

INDEPENDENT AUDITOR'S REPORT

To the Members
Bouquet Box Flower Bar LLC
2460 SW 116th,
Terrace Davie, FL 33325

Report on the Financial Statements

Opinion

We have audited the accompanying financial statements of Bouquet Box Flower Bar LLC, (the "Company") which comprise the balance sheet as of December 31, 2025, and the related statements of income and members' deficit and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the balance sheet of Bouquet Box Flower Bar LLC as of December 31, 2025, and the results of income and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Provectus & Associates CPAs PLLC

_____

Provectus & Associates CPAs PLLC
Fargo, ND
April 1, 2026

BOUQUET BOX FLOWER BAR LLC
BALANCE SHEET
AS OF DECEMBER 31, 2025

		2025
ASSETS		
Current asset		
Cash	$	3,456
Prepaid insurance		7,359
Total current asset		10,815
Total assets	**$**	**10,815**
LIABILITIES AND MEMBERS' EQUITY		
Current liabilities		
Short-term business loan-related party	$	12,000
Total current liabilities		12,000
Commitments and contingencies (Note 4)		
Members' deficit		
Members' deficit		(1,185)
Total Members' deficit		(1,185)
Total Members' deficit and liabilities	**$**	**10,815**

See independent auditor's report and accompanying notes to financial statements.

BOUQUET BOX FLOWER BAR LLC
STATEMENT OF INCOME AND MEMBERS' DEFICIT
FOR THE YEAR ENDED DECEMBER 31, 2025

		2025
Revenue		
Income from sales	$	61,342
Franchise-fee income		24,188
Other income		103
Total revenue		85,633
Less: Cost of sales		46,209
Gross profit		**39,424**
General and administrative expenses		
Auto expense		1,362
Contract labor		23,100
Insurance		669
Meals and entertainment		755
Bank and merchant service charges		39
Professional fee		9,690
Travel		6,005
Advertisement and marketing		749
Office expense		4,188
Office supplies		8,636
Miscellaneous		3,327
Franchise payout		6,792
Taxes paid		2,134
Total general and administrative expenses		67,446
Net loss		**(28,022)**
Members' deficit – beginning of year		(22,450)
Contributions		49,287
Members' deficit – end of year	**$**	**(1,185)**

See independent auditor's report and accompanying notes to financial statements.

BOUQUET BOX FLOWER BAR LLC
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2025

		2025
Cash flows from operating activities		
Net loss	$	(28,022)
Adjustments to reconcile net income to net cash provided by operating activities		
Changes in operating assets and liabilities		
Prepaid insurance		(7,359)
Accounts payable and accrued expenses		(31,119)
Net cash used in operating activities		(66,500)
Cash flows from financing activities		
Contributions from members		49,287
Short-term business loan - related party		12,000
Net cash provided by financing activities		61,287
Net increase in cash		(5,213)
Cash balance – beginning		8,669
Cash balance – ending	**$**	**3,456**

See independent auditor's report and accompanying notes to financial statements.

NOTE 1. NATURE OF OPERATIONS

Bouquet Box Flower Bar LLC (the "Company") is a Florida limited liability company established on May 14, 2024. The Company operates as an event-based floral experience business, providing interactive floral arrangement activities for corporate events, weddings, celebrations, fundraisers, team-building programs, and other special occasions.

The Company designs and hosts hands-on floral events where guests create their own arrangements using a curated selection of premium fresh flowers, stylish vases, and the Company's signature grid lids that simplify the arranging process. Each event includes a brief floral styling demonstration to guide participants through basic arranging techniques. Guests typically take home their completed floral arrangements at the conclusion of the event.

In addition to hosting Company-operated events, the Company franchises and supports Bouquet Box Flower Bar–branded businesses. Franchisees operate within defined territories under franchise agreements that grant the right to use the Company's trademarks, systems, and proprietary operating methods. The Company provides franchisees with training, operational support, access to its proprietary technology platforms, and brand standards designed to ensure a consistent event experience across all locations.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of significant accounting policies used in the preparation of the accompanying financial statements.

Basis of Accounting

The financial statements were prepared in accordance with generally accepted accounting principles in the United States of America ("U.S. GAAP") as defined by the Financial Accounting Standards Board ("FASB") within the FASB Accounting Standards Codification ("ASC").

Use of Estimates

The preparation of the financial statements, in conformity with U.S. GAAP, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities, at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

The Company disaggregates revenue based on the nature of the revenue stream, which reflects how economic factors affect the nature, timing, and uncertainty of revenue and cash flows. The Company generates revenue from three primary sources: (i) sales of flowers, vases, tools, and related supplies to customers through franchisees ("Income from Sales"), (ii) initial franchise fees and ongoing royalties ("Franchise – fee income"), and (iii) other service-related fees ("Other income").

Income from Sales

The Company sells flowers, vases, tools, and other required items directly to the customers. Revenue is recognized when control of the goods transfers to the customers, generally upon shipment or delivery. The Company determined that it acts as principal for Income from Sales because the Company controls the goods and services before they are transferred to customers through franchisees, the Company presents Income from Sales on a gross basis in accordance with ASC 606.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition and Cost of Revenue (continued)

Franchise – Fee Income

Initial franchise fees are non-refundable and are recognized when the franchisee is granted access to the franchise system and the Company has completed all material initial services, including initial training, system setup, and provision of the starter kit. These activities occur at or near contract inception; therefore, initial franchise fees are recognized at a point in time.

Other Income

Other income includes redemption of credit card rewards points.

Cost of Sales

Cost of Sales consists of all direct costs incurred to provide products and event-related materials to customers and franchisees. These costs primarily include the purchase of fresh flowers, vases, tools, grid lids, linens, and other supplies used in floral-arranging events, as well as freight, shipping, and handling costs associated with delivering these items. Cost of sales also includes the direct cost of goods sold to franchisees under the Company's required purchasing program. These amounts represent the cost of inventory and supplies that the Company procures and sells as part of its role as principal in the transaction.

Costs are recognized in the period in which the related revenue is earned, consistent with the Company's revenue-recognition policy. The Company does not capitalize costs related to initial franchise services, as these activities are completed at or near contract inception and do not meet the criteria for capitalization under ASC 340-40.

Franchise Payout expenses

Franchise Payout represents the portion of net event proceeds that the Company remits to franchisees after deducting royalties, Brand Fund contributions, product costs, and other contractual charges. Under the franchise agreement, all event proposals, invoicing, and Client payments are processed through the Company's PIP System, and the Company controls the full transaction cycle before distributing the franchisee's share.

The Company determined that Franchise Payout is a profit-sharing distribution, not a reduction of revenue, because:

- The Company is the principal in the underlying transaction and records revenue on a gross basis.
- The Company controls pricing, ordering, fulfillment, and customer experience before transferring services to the end customer.
- The Company earns its contractual fees (royalties, Brand Fund contributions, product margins) and then remits the remaining profit to the franchisee.
- The payout represents the franchisee's share of event-level profit, not consideration payable to a customer.

Cash

Cash consists of cash deposits in bank accounts.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Company has elected to be treated as a partnership for U.S. federal and applicable state income tax purposes. As a result, the Company is not subject to federal income taxes at the entity level. Instead, all taxable income, deductions, credits, and other tax attributes are passed through to the members, who report their respective shares on their individual income tax returns.

Accordingly, no provision for federal or state income taxes has been recorded in the accompanying financial statements. The Company's accounting policy is to recognize only those tax positions that are more likely than not to be sustained upon examination. Management has evaluated the Company's tax positions and concluded that there are no uncertain tax positions requiring recognition or disclosure under U.S. GAAP.

The Company remains subject to examination by federal and state taxing authorities for all open tax years under the applicable statutes of limitation.

Inventory

The Company purchases flowers, vases, tools, and related supplies for resale to customers and franchisees. Inventory consists of items purchased for use in events or resale and is stated at the lower of cost or net realizable value. Cost is determined using the first-in, first-out (FIFO) method. As of December 31, 2025, the Company did not hold material inventory, as supplies are generally purchased and used within short timeframe.

NOTE 3. CREDIT RISK

At times during the year, the Company's cash balances can be in excess of the federal insured limits of $250,000. As of December 31, 2025, the Company had no significant concentrations of credit risk.

NOTE 4. COMMITMENTS AND CONTINGENCIES

During the year ended December 31, 2025, the Company has no outstanding commitments or contingencies. There have been no contracts, obligations, or unforeseen liabilities that would require disclosure under this section. The Company continues to monitor its operations for any future commitments or contingent liabilities and will disclose such information as required in subsequent financial periods.

NOTE 5. SHORT-TERM BUSINESS LOAN-RELATED PARTY

As of December 31, 2025, the Company had an outstanding short-term loan payable of $12,000 to an affiliate entity. The loan is non-interest bearing, unsecured, and does not have formally documented repayment terms. The balance was fully repaid subsequent to year-end in 2026.

NOTE 6. SUBSEQUENT EVENTS

Management has evaluated, for potential recognition and disclosure, events and transactions that occurred subsequent to the date of balance sheet through April 1, 2026, the date the financial statements were available to be issued. No events have occurred subsequent to the balance sheet date through April 1, 2026, that would require disclosure in the financial statements.

NOTE 7. LIQUIDITY AND GOING CONCERN

For the year ended December 31, 2025, the Company incurred a net loss of $28,022 and used $66,500 of cash in operating activities. The Company also had a members' deficit of $1,185 at year-end. These factors raise conditions that could create substantial doubt about the Company's ability to continue as a going concern within one year after the date the financial statements are available to be issued.

Management's plans to address these conditions include continued capital contributions from members, expansion of franchise operations, and cost-management initiatives. Based on these plans, management believes the Company will have sufficient liquidity to meet its obligations as they become due.

The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

BOUQUET BOX FLOWER BAR LLC
Financial Statements
And
Independent Auditor's Report
December 31, 2024

BOUQUET BOX FLOWER BAR LLC
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ZOMMA GROUP
CPAs AND CONSULTANTS

Independent Auditor's Report

To the Members of
BOUQUET BOX FLOWER BAR LLC

Opinion

We have audited the accompanying financial statements of BOUQUET BOX FLOWER BAR LLC (the Company), which comprise the balance sheet as of December 31, 2024, and the related statements of operations and changes in members' deficit and cash flows for the period from May 15, 2024 (date of inception) through December 31, 2024, and the related notes to the financial statement.

In our opinion, the balance sheet referred to above present fairly, in all material respects, the financial position of the Company as of June 30, 2024, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

ZOMMA Group, LLP

Coral Gables, Florida
June 02, 2025

BOUQUET BOX FLOWER BAR LLC
Balance Sheet
December 31, 2024

ASSETS

Current asset		
Cash	$	8,669

LIABILITIES AND MEMBERS' DEFICIT

Current liabilities		
Accrued expenses and other current liabilities	$	31,119
Members' deficit		(22,450)
	$	8,669

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

BOUQUET BOX FLOWER BAR LLC
Statement of Operations and Changes in Members' Deficit
For the Period from May 15, 2024 (Date of Inception) through December 31, 2024

Revenue	$	47,813
Cost of sales		7,110
Gross profit		40,703
General and administrative expenses		
Auto expenses		2,801
Contract labor		19,642
Insurance		7,114
Meals and entertainment		734
Miscellaneous		2,256
Office expense		10,269
Office supplies		1,948
Professional fees		51,119
Supplies		14,342
Travel		2,928
		113,153
Net loss		(72,450)
Members' equity - beginning of period		-
Contributions		50,000
Members' deficit - end of period	$	(22,450)

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

BOUQUET BOX FLOWER BAR LLC
Statement of Cash Flows
For the Period from May 15, 2024 (Date of Inception) through December 31, 2024

Net loss may be reconciled to net cash used in operating activities as follows		
Net Loss	$	(72,450)
Changes in operating assets and liabilities		
Accrued expenses		31,119
Net cash used in operating activities		(41,331)
Cash flows provided by financing activities		
Members contribution		50,000
Net change in cash		8,669
Cash – beginning of period		-
Cash – end of period	$	8,669

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

Note 1 - Summary of Significant Accounting Policies

Organization and Purpose

BOUQUET BOX FLOWER BAR LLC (the Company) was established in Florida on May 14, 2024, to provide luxury event experiences where guests create their own floral arrangements using top-quality flowers and vases, guided by a mini master class in floral styling. The Company caters to events such as galas, corporate functions, bridal showers, and also offers franchising opportunities.

Basis of Financial Statement Presentation

The accompanying financial statements has been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP").

Use of Estimates

The accompanying financial statements are presented in accordance with accounting principles generally accepted in the United States of America and reporting practices for this industry. In preparing these financial statements, management must make estimates based on future events that affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities as of the balance sheet date, and the revenue and expenses for the period then ended. Actual results could differ from these estimates. A description of some of the estimates used is included in the following significant accounting policies.

Cash and Cash Equivalents

The Company considers investments in highly liquid debt instruments with maturity of three months or less to be cash equivalents. As of December 31, 2024, there were no such investments.

Revenue Recognition and Cost of Revenue

Revenue will be recognized when the products are delivered to customers at a sales price that is fixed and determinable and collection is reasonably assured. Sales contain a single delivery element and revenue is recognized at a single point in time when ownership, risks and rewards transfer to the customer. Any differences between the estimates and actual collections will be reflected in operations in the period in which payment is received. Differences may result in the amount and timing of revenue for any period if actual performance varies from estimates.

Cost of sales includes cost of supplies and materials during the period from May 15, 2024 (date of inception) through December 31, 2024.

Income Taxes

The Company, with the consent of its members' has elected under the Internal Revenue Code to be as a partnership and is treated for Federal tax purposes as a taxable entity. As such the Company is responsible for payment of any taxes due.

Note 1 - Summary of Significant Accounting Policies (continued)

The Company follows the provisions addressed by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 740-10, *Accounting for Uncertainty in Income Taxes*. The Company has no uncertain positions at June 30, 2024, for which the ultimate deductibility is highly certain but for which there is uncertainty about the timing of such deductibility. The Company recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expense. The Company has determined that no amount is required to be accrued for taxes or related penalties and interest for any tax position taken through December 31, 2024.

Note 2 - Credit Risk

At times during the year, the Company's cash balances can be in excess of the federal insured limits of $250,000. As of December 31, 2024, the Company had no significant concentrations of credit risk.

Note 3 - Subsequent Events

Subsequent events have been evaluated through June 02, 2025, which is the date the financial statement were available to be issued.

BOUQUET BOX FLOWER BAR

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California Disclosure Addendum

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the Disclosure Document for Bouquet Box Flower Bar LLC in connection with the offer and sale of franchises for use in the State of California is amended to include the following:

1. Our website, www.bouquetboxflowerbar.com, has not been reviewed or approved by the California Dep't of Financial Protection & Innovation. Any complaints concerning the content of the website may be directed to the California Dep't of Financial Protection & Innovation at www.dfpi.ca.gov.

2. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

3. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

4. YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE § 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE §§ 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE § 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§ 20000 THROUGH 20043).

5. In Item 3, "Litigation," is amended by adding the following paragraphs:

   Pursuant to California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of nolo contendere.

   Neither we, nor any person identified in Item 2 above, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a, et seq.) suspending or expelling such person from membership in such association or exchange.

6. Item 5, "Initial Fees," is amended by adding the following:

   The Department of Financial Protection and Innovation requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees

who sign a development agreement, the payment of the development and initial fees attributable to a specific unit is deferred until that unit is open.

7. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” is amended by adding the following paragraphs at the conclusion of the Item:

   California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

   The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, et seq.).

   The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

   The Franchise Agreement requires application of the laws of Florida. This provision may not be enforceable under California law.

   The Franchise Agreement requires litigation by courts with jurisdiction over Davie, 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 a franchise agreement restricting venue to a forum outside the State of California.

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

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

8. The Franchise Disclosure Document is amended to include the following:

   Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

9. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the

inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

10. This addendum will apply only if the California Franchise Investment Law or the California Franchise Relations Act would apply independently without referring to this addendum.

California Amendment to the Franchise Agreement

In recognition of the requirements of the California's Franchise Investment Law and the California Franchise Relations Act, the parties to the attached Bouquet Box Flower Bar LLC Franchise Agreement (the "Agreement") for use in the State of California agree as follows:

1. Fee Deferral. The following is added to Section 8.1 of the Franchise Agreement:

   Based upon the franchisor's financial condition, the California Department of Financial Protection and Innovation has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the franchisee is open for business.

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

3. Each provision of this Amendment to the Agreement shall be effective only to the extent that the jurisdictional requirements of the California Franchise Investment Law or the California Franchise Relations Act are met independently with respect to each such provision and without reference to this Amendment to the Agreement.

IN WITNESS WHEREOF, the parties have signed and delivered this California amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Bouquet Box Flower Bar LLC Franchisor	_____, Franchisee
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

SAMPLE OF RELEASE TO BE SIGNED WHEN YOU RENEW OR TRANSFER THE FRANCHISE

Note: Where required by state law, this Release will be modified so that it does not apply to your rights under the state law. Please see Exhibit H to the disclosure document.

GENERAL RELEASE

THIS GENERAL RELEASE is signed by the franchisee named at the end of the document (**"Franchisee"** or **"you"**) and by Franchisee's owners (the **"Owners"**) as an express condition of renewing or transferring a BOUQUET BOX FLOWER BAR franchise between you and Bouquet Box Flower Bar LLC (**"Franchisor"**).

Release. You and each of the Owners, on behalf of yourselves and all past, present and future parents, subsidiaries, shareholders, members, partners, managers, directors, officers, employees, successors, assigns, agents and legal representatives, and any of the aforementioned persons' heirs, executors, administrators or personal representatives, and all other persons acting on your behalf or claiming under you (collectively, the **"Franchisee Parties"**), hereby release and forever discharge Franchisor, its affiliates, and their respective past and present officers, directors, shareholders, members, parents, subsidiaries, affiliates, agents, employees, attorneys, insurers, representatives, predecessors, successors, and assigns, and each of them, from any and all claims, debts, liabilities, demands, obligations, costs, expenses, suits, actions, and causes of action, of whatever nature, known or unknown, suspected or unsuspected, vested or contingent (collectively, **"Claims"**) that the Franchisee Parties ever had, now have, or may in the future have, arising out of or relating to any act, omission or event occurring on or before the date of this General Release.

Risk of changed facts. You and the Owners understand that the facts in respect of which the release in Section 1 is given may turn out to be different from the facts that you and the Owners now know or believe to be true. You and the Owners, on behalf of yourselves and all other Franchisee Parties, hereby accept the risk of the facts turning out to be different and agree that the release will nevertheless be effective and not subject to termination or rescission by virtue of any such difference in facts.

No prior assignment. You and the Owners, for yourselves and on behalf of all other Franchisee Parties, represent and warrant that the Franchisee Parties have not assigned or transferred, or purported to assign or transfer, any Claim released under Section 1 above to any person or business entity that is not a Franchisee Party.

Covenant not to sue. You and the Owners, for yourselves and on behalf of all other Franchisee Parties, promise not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum against any person or entity released under Section 1 with respect to any Claim released under Section 1.

Complete defense. You and each of the Owners: (i) acknowledges that this General Release will be a complete defense to any Claim released under Section 1 above; and

(ii) consents to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

Authorization. You and the Owners represent and warrant that the person signing this General Release on behalf of Franchisee is authorized to do so. You and the Owners also represent and warrant that you and the Owners have the authority to enter into this General Release on behalf of the other Franchisee Parties.

California Acknowledgment. If you or the franchise to which this General Release relates is located in California, you and the Owners understand and agree that this release extends to all claims, and you and they expressly waive all rights under Section 1542 of the Civil Code of the State of California, which provides:

> "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Applicability. This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

BOUQUET BOX FLOWER BAR LLC

By:_____

Title:_____

FRANCHISEE:

_____
(Print name of corporation, partnership, limited liability company or other legal entity)

By:_____

Title:_____

Date:_____

OWNERS:

_____

_____

_____

State Effective Dates

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

This Franchise 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	REGISTRATION/EXEMPTION EFFECTIVE DATE
California	*Pending*

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Receipt

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Bouquet Box Flower Bar LLC ("Bouquet Box FB") offers you a franchise, then Bouquet Box FB must provide this disclosure document to you at least 14 calendar days (but in Michigan and Rhode Island 10 business days; and in New York, 10 business days or at the earlier of the first personal meeting if earlier) before you sign a binding agreement with (or make a payment to) us or an affiliate in connection with the proposed development agreement or franchise agreement.

If Bouquet Box FB does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to the appropriate state agency listed in Exhibit B. Bouquet Box FB authorizes the agents listed in Exhibit C to receive service of process.

The franchisor is Bouquet Box Flower Bar LLC, with its offices at 2460 SW 116th Terrace, Davie FL 33325 (tel. 203-434-2285). The franchise sellers are Amy Nebens and Courtney Sixx at the address noted above.

The issuance date of this Franchise Disclosure Document is: **April 9, 2026**

I received a Franchise Disclosure Document dated April 9, 2026 and with effective dates of state registration as listed on the State Effective Dates Page. This Disclosure Document includes the following included the following Exhibits:

A	Franchise Agreement	F	Financial Statements
B	List of Administrators	G	Table of Contents: Brand Standards Manual
C	Agents for Service of Process	H	State-specific Disclosures
D	Current Franchisees	I	Sample General Release
E	Former Franchisees		

_____
Date Received

_____
Prospective Franchisee

_____
Printed Name

_____

_____
Home Address

Please keep this copy of the receipt for your records.

Receipt

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Bouquet Box Flower Bar LLC ("Bouquet Box FB") offers you a franchise, then Bouquet Box FB must provide this disclosure document to you at least 14 calendar days (but in Michigan and Rhode Island 10 business days; and in New York, 10 business days or at the earlier of the first personal meeting if earlier) before you sign a binding agreement with (or make a payment to) us or an affiliate in connection with the proposed development agreement or franchise agreement.

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D	Current Franchisees	I	Sample General Release
E	Former Franchisees		

_____
Date Received

_____
Prospective Franchisee

_____
Printed Name

_____

_____
Home Address

Please sign and date this copy of the receipt and return it to us by mail or to flowerbar@bouquetbox.com.