

FRANCHISE DISCLOSURE DOCUMENT

ClusterTruck Franchising, LLC
an Indiana limited liability company
729 N. Pennsylvania Street
Indianapolis, IN 46204

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This Franchise Disclosure Document describes a ClusterTruck® Kitchen franchise. A ClusterTruck® Kitchen franchise is a modern and innovative delivery kitchen concept offering a wide range of diverse cuisine styles, including barbeque, bowls, breakfast, burgers, burritos, fried chicken, fries, macaroni and cheese, pasta, pizza, salads, sandwiches, seafood, soup, tacos, tots, wings, wraps, desserts, children's options, beverages, and sides brought to customers by delivery or pick up.

The total investment necessary to begin operation of a ClusterTruck® Kitchen is from \$338,000 to \$982,000. This includes \$55,000 that must be paid to the franchisor or its affiliates.

The total investment necessary to begin operations as a ClusterTruck® Area Developer is at least \$375,500 to \$1,019,500, depending upon the number of Kitchens you develop. This estimate includes, as a Development fee, the Initial Franchise Fee of \$50,000 for the first Kitchen. In addition, as part of the Development Fee, you would pay an additional \$37,500 for each subsequent Kitchen to be developed under the Area Development Agreement and the remaining 25% of the Initial Franchise Fee for each additional Kitchen developed when you sign each franchise agreement. In addition, if you sign an Area Development Agreement, you will also sign the Franchise Agreement for your first Kitchen.

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 disclosure in different formats, contact Janet Monroe at 729 N. Pennsylvania St., Indianapolis, IN 46202, or 317-210-2872.

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.

Issuance Date: April 30, 2025.

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit I includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only ClusterTruck® 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 ClusterTruck® franchisee?	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See 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 the franchisor by mediation, arbitration, and/or litigation only in Indiana. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Indiana than in your own state.

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.

NOTICE UNDER MICHIGAN'S FRANCHISE INVESTMENT LAW

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

1. A prohibition on the right of a franchisee to join an association of franchisees.
2. A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
3. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (30) days, to cure such failure.
4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (1) the term of the franchise is less than five (5) years and (2) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months advance notice of franchisor's intent not to renew the franchise.
5. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - a. the failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards;
 - b. the fact that the proposed transferee is a competitor of the franchisor or sub-franchisor;

c. the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations; and

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

8. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor the right of first refusal to purchase the assets of a franchisee on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subsection 3.

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

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

IF FRANCHISOR'S MOST RECENT UNAUDITED FINANCIAL STATEMENT SHOWS A NET WORTH OF LESS THAN ONE HUNDRED THOUSAND (\$100,000) DOLLARS, YOU HAVE THE RIGHT TO REQUEST THE ESCROW OF THE INITIAL INVESTMENT AND OTHER FUNDS PAID UNTIL OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED.

ANY QUESTIONS REGARDING THIS NOTICE MAY BE DIRECTED TO THE STATE OF MICHIGAN, DEPARTMENT OF ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE, G. MENNEN WILLIAMS BUILDING, 525 W. OTTAWA STREET, P.O. BOX 30213, LANSING, MICHIGAN 48909, TELEPHONE (517) 335-7567.

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APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT J TO THIS FRANCHISE DISCLOSURE DOCUMENT.

EXHIBITS

- A LIST OF STATE ADMINISTRATORS AND LIST OF AGENTS FOR SERVICE OF PROCESS
- B FRANCHISE AGREEMENT
- C ADDENDUM TO FRANCHISE AGREEMENT – RENEWAL
- D-1 ADDENDUM TO FRANCHISE AGREEMENT – TRANSFER
- D-2 FRANCHISE TERMINATION AND RELEASE AGREEMENT -- TRANSFER
- E TABLE OF CONTENTS OF BRAND STANDARDS MANUAL
- F CONFIDENTIALITY/NON-COMPETITION AGREEMENT
- G LIST OF CLUSTERTRUCK® KITCHENS
- H LIST OF FRANCHISEES THAT HAVE LEFT THE SYSTEM
- I FINANCIAL STATEMENTS
- J STATE SPECIFIC DISCLOSURES AND ADDENDA TO AGREEMENTS
- K AREA DEVELOPMENT AGREEMENT
- L SOFTWARE LICENSE AGREEMENT
- M STATE EFFECTIVE DATES
- N RECEIPT (2 COPIES)

APPLICABLE STATE LAW MAY REQUIRE CHANGES TO THE FRANCHISE AND OTHER AGREEMENTS. THESE CHANGES, IF ANY, ARE CONTAINED IN THE STATE SPECIFIC ADDENDA TO AGREEMENTS INCLUDED IN EXHIBIT J TO THIS FRANCHISE DISCLOSURE DOCUMENT.

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

The Franchisor

The Franchisor is Cluster Truck Franchising, LLC. In this Franchise Disclosure Document, the Franchisor will be referred to as "we," "us," or "ClusterTruck®" and the person who buys the franchise will be referred to as "you." If the prospective franchisee is a corporation, partnership, limited liability company or other entity, "you" will mean the entity and the owners of the entity.

We are an Indiana limited liability company organized on June 16, 2023. We do business under our company name and "ClusterTruck®." Our principal business address is 729 N. Pennsylvania St., Indianapolis, IN 46204. Our agents for service of process are listed on Exhibit A.

Parents, Predecessors and Affiliates

ClusterTruck, Inc. is our parent company, which has a principal business address of 729 N. Pennsylvania Street, Indianapolis, IN 46204.

We have the following affiliates that operate a Kitchen similar to the Kitchen being franchised: Since March 2016, ClusterTruck Indy, LLC has operated a ClusterTruck® Kitchen similar to the Kitchen being franchised with its principal place of business at 729 N. Pennsylvania St., Indianapolis, Indiana. Since October 2017, ClusterTruck Columbus, LLC has operated a ClusterTruck® Kitchen similar to the Kitchen being franchised with its principal place of business at 342 E. Long St., Columbus, OH 43215. Since December 2017, ClusterTruck Kansas City, LLC has operated a ClusterTruck® Kitchen similar to the Kitchen being franchised with its principal place of business at 518 Grand Boulevard, Kansas City, MO 64106. Since September 2020, ClusterTruck Denver II, LLC has operated a ClusterTruck® Kitchen similar to the Kitchen being franchised with its principal place of business at 2101 Broad Ripple Avenue, Indianapolis, IN 46220. Since June 2021, ClusterTruck IN-05, LLC has operated a ClusterTruck® Kitchen similar to the Kitchen being franchised with its principal place of business at 4737 E. 82nd Street, Indianapolis, IN 46250.

Our affiliate ClusterTruck Holdings, LLC, owns the proprietary point-of-sale (POS) system software you will use in your Kitchen and has licensed us the right to sublicense the software to you. ClusterTruck Holdings, LLC provided such software licensing services to ClusterTruck® Kitchens from July 2016 to July 2022, and currently provides such software licensing services as of March 2025. ClusterTruck Holdings, LLC has a principal place of business at 729 N. Pennsylvania St., Indianapolis, IN 46202.

Our affiliate ClusterTruck Holdings, LLC, also owns the Franchise Marks, Trade Dress, and Intellectual Property used in connection with your Kitchen and has licensed us the right to sublicense the Franchise Marks, Trade Dress, and Intellectual Property to you.

Our affiliate ClusterTruck Management, LLC has independently contracted with us to provide certain management, customer, and administrative services. ClusterTruck Management, LLC has a principal place of business at 729 N. Pennsylvania St., Indianapolis, IN 46202.

Except as described above, we do not have any affiliates that offer franchises in any line of business or that provide products or services to our franchisees. The principal business address for our affiliates is listed above.

Franchisor's Business

We offer and sell ClusterTruck® Kitchen franchises. We may also offer or sell products or services to our franchisees directly or through 1 or more of our affiliates, including but not limited to certain company-owned POS software, customer service support services, and certain food and beverage items you may be required to purchase. We do not currently have other business activities.

The ClusterTruck® Kitchen Franchise

The ClusterTruck® Kitchen franchise is a modern and innovative delivery kitchen concept offering a wide range of diverse cuisine styles, including barbeque, bowls, breakfast, burgers, burritos, fried chicken, fries, macaroni and cheese, pasta, pizza, salads, sandwiches, seafood, soup, tacos, tots, wings, wraps, desserts, children's options, beverages, and sides brought to customers by delivery or pick up. The products and services we require to be provided at a ClusterTruck® Kitchen franchise are referred to as the "Required Products." A ClusterTruck® Kitchen franchise may, at your option and if approved by us, also offer additional approved products. These products are referred to as "Optional Products." The Required Products and the Optional Products are together referred to as the "Approved Products." A ClusterTruck® Kitchen franchise may be located in a free-standing building or in an "end cap" location in a commercial complex, shopping center, or strip mall with drive thru capabilities, or another location approved by us. The size of the location of your ClusterTruck® Kitchen may vary from approximately 1,000 to 3,000 square feet. A ClusterTruck® Kitchen franchise is sometimes referred to in this Franchise Disclosure Document as a "Kitchen."

A ClusterTruck® Kitchen will operate under the tradenames and trademarks that are described in Item 13 of this Franchise Disclosure Document ("Franchise Marks") and in accordance with our specifications for operating a business ("Franchise Systems"). In the Franchise Agreement, the Franchise Marks, trade dress, any copyrights relating to the Franchise Systems, any inventions or patents that are part of the Franchise Systems, and confidential information, proprietary rights, trade secrets, methods, or procedures that are part of the Franchise Systems are collectively referred to as the "Intellectual Property" and that term is also used in this Franchise Disclosure Document when describing provisions in the Franchise Agreement.

You acquire the right to operate a ClusterTruck® Kitchen franchise by signing our standard Franchise Agreement (see Exhibit B). Under the Franchise Agreement, you will acquire the right to operate a single Kitchen at a location accepted by us (the "Franchise Location"). In the Franchise Agreement, the specific ClusterTruck® Kitchen franchise licensed to you is referred to as the "Franchise Business" or "Kitchen" and that term is also used in this Franchise Disclosure Document when describing provisions of the Franchise Agreement. If you would like to develop more than one Kitchen within a particular designated development area, and we agree to grant you development rights in that particular designated development area, you must sign a development agreement with us (the "Area Development Agreement"). If we do this with you, you will be given the right to develop an agreed-upon number of Kitchens within a specific time period and in a defined development area. For each future unit franchise, you will be required to sign our then-current form franchise agreement that may be different from the form franchise agreement included in this Disclosure Document. The Area Development Agreement is attached as Exhibit K.

If you are renewing your ClusterTruck® Kitchen franchise, you will sign our current standard Franchise Agreement as well as an Addendum to Franchise Agreement – Renewal (“Renewal Addendum”) (see Exhibit C). The Renewal Addendum modifies some of the provisions of the standard Franchise Agreement to reflect your status as an existing franchisee. If you acquire an existing ClusterTruck® Kitchen franchise by transfer from another franchisee, you will sign our standard Franchise Agreement as well as an Addendum to Franchise Agreement – Transfer (“Transfer Addendum”) (see Exhibit D-1). The Transfer Addendum modifies some of the provisions of the standard Franchise Agreement to reflect the fact that you are acquiring an open and operating ClusterTruck® Kitchen franchise. In a transfer situation, the selling franchisee will sign a Franchise Termination and Release Agreement-Transfer (see Exhibit D-2).

Market and Competition

The ClusterTruck® Kitchen franchise will primarily serve the public within the vicinity of the Franchise Location. The market for ghost or delivery restaurant concepts offering cuisine in the styles served by your Franchise Kitchen, and the market for third-party delivery services offering delivery of menu items similar to those served by your Franchise Kitchen, is developed. There is substantial competition in the ghost or delivery kitchen and restaurant delivery business and a ClusterTruck® Kitchen will compete with other ghost or delivery kitchens and other restaurants offering delivery either internally or on third-party delivery platforms, including those that are nationally affiliated, regionally affiliated and local, franchised and independently owned.

Regulations

You must comply with all local, state, and federal laws and regulations relating to your Franchise Business and businesses in general. Building codes and requirements vary in different jurisdictions and it is important for you and your architect to be aware of and comply with all local laws as well as the federal laws including without limitation the Americans with Disabilities Act, Fair Labor Standards Act, Family and Medical Leave Act, Affordable Care Act, Federal Wage and Hour Laws, Title VII of the Civil Rights Act, Age Discrimination in Employment Act, Employee Retirement Income Security Act, and the Occupational Safety and Health Act. You must become familiar with federal, state and local laws and health regulations regulating Kitchens and food handling and labeling generally, including any requirements related to nutritional representations and menu labeling, such as United States Department of Agriculture (USDA) standards; truth in menu and labeling laws; storage, preparation, and sale of food and beverage products; and health, sanitation, and safety regulations relating to food service. These laws and regulations may vary significantly from state to state and even from locality to locality. Some local agencies may require that employees who prepare your food products become certified food handlers. In order to obtain certification, your employees may be required to attend instructional courses, pass required tests and pay a fee. You should check with city, township and county regulatory agencies to determine if certification will be required of your employees. Laws exist in every state and most local units of government (cities, townships, villages, counties, etc.) that govern the food service industry including, without limitation, health, sanitation, and safety regulations regarding food storage, preparation, and safety. It is your sole responsibility to obtain, and keep in force, all necessary licenses and permits required by public authorities. The Federal Clean Air Act and various other state laws require certain state and local areas to meet national air quality standards limiting emissions of ozone, carbon monoxide, and particles, including caps on emissions from commercial food preparation. Some state and local governments also regulate indoor air quality, including prohibiting the use of tobacco products in public places. It is your sole responsibility to maintain compliance with all applicable federal, state, or local laws, regulations, or ordinances.

There may be other laws and regulations applicable to your business and we urge you to make inquiries about any laws or regulations that may impact your business.

Prior Business Experience

We do not operate and have not operated a business of the type to be operated by our franchisees. Our affiliates have operated a business of the type to be operated by our franchisees since March 2016. Those affiliates' names and addresses are provided above. We have offered franchises for the type of business to be operated by our franchisees since June 30, 2023. Our affiliates have not offered franchises for the same type of business to be operated by our franchisees. We and our affiliates have not offered franchises in any other line of business.

ITEM 2—BUSINESS EXPERIENCE

President, CEO: Janet Monroe

Ms. Monroe has served as our President since June 16, 2023, and as our Chief Executive Officer since August 17, 2023. From July 2018, July 2019, Ms. Monroe was employed by ClusterTruck, Inc. as the Chief Legal Officer, Chief of Staff, and Corporate Secretary. Since July 2019, to the present, Ms. Monroe has been employed by ClusterTruck Management, LLC. From July 2019 to November 2022, Ms. Monroe continued to serve as the Chief Legal Officer, Chief of Staff, and Corporate Secretary of ClusterTruck, Inc. From December 2020 to November 2022, Ms. Monroe also served as the Vice President of ClusterTruck, Inc. From November 2022 to the present, Ms. Monroe has served as President of ClusterTruck, Inc. The principal business addresses of each of Ms. Monroe's past and present employers identified herein are provided above in this disclosure document.

Vice President of Franchising: Jon Canter

Mr. Canter has served as our Vice President of Franchising since April 2024. Between December 2021 and April 2024, he served as our Operations Support Manager in Indianapolis, Indiana. Between December 2017 and December 2021, he served as our Director of Customer Experience in Indianapolis, Indiana.

ITEM 3—LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4—BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5—INITIAL FEES

You must pay an initial franchise fee of \$50,000 for a ClusterTruck® Kitchen franchise. The initial franchise fee is payable in full at the time you sign the Franchise Agreement. The initial franchise fee is earned at the time of payment and is not refundable under any circumstances. It is our intent to charge all new franchisees the same initial franchise fee.

If you sign an Area Development Agreement, you must develop an agreed-upon number of Kitchens within the Development Territory within a certain period of time (the “Development Schedule”) and simultaneously execute the Franchise Agreement for your first Kitchen. You must pay an Initial Franchise Fee for the Area Development Agreement based upon the number of Kitchens that you develop in the Development Territory (the “Development Fee”). The Development Fee is equal to the Initial Franchise Fee for the first Kitchen (\$50,000) plus 75% of the Initial Franchise Fee (\$37,500) for each additional Kitchen developed under the Area Development Agreement. Upon signing the Area Development Agreement, you pay a lump sum Development Fee based upon this formula, which is non-refundable. The remaining portion of the Initial Franchise Fee for Kitchens opened under the Area Development Agreement is due upon execution of the Franchise Agreement and is non-refundable. You will sign a separate franchise agreement in our then-current form for each Kitchen opened according to the Development Schedule.

ITEM 6—OTHER FEES

Type of Fee⁽¹⁾	Amount	Due Date	Remarks
Royalty	5% of Gross Sales or \$1,250, whichever is greater	On the 1 st business day of each week by electronic funds transfer (EFT) based on your Gross Sales for the preceding calendar week	Gross Sales include all revenues from the Franchise Business minus sales taxes paid, discounts, and refunds. If you are not open for business to the public within 7 months of signing your Franchise Agreement, you will begin paying us a Royalty of \$1,250 per week until open. ⁽²⁾
Brand Development Fund Contribution	Up to 2% of Gross Sales	Same as Royalty	We currently do not require franchisees to contribute to the Brand Development Fund but reserve the right to do so in the future.
Minimum Local Advertising	2% to 5% of Gross Sales per calendar quarter	You must spend quarterly or, in our discretion, paid to us by EFT that we initiate	This amount may be spent for you alone or through joint or cooperative advertising. ⁽³⁾
Technology Fee	Currently \$0, but we reserve the right to implement a Technology Fee in the future up to 1% of Gross Sales	Same as Royalty	We will use technology fees for expenses related to maintaining and providing access to the software used in your POS system, and the planning, design, development, maintenance, and/or

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
			support of our Franchise Technology. We may change the technology fee in the future.
Credit Card Processing Fees	Currently 2.9% to 3.8% of transaction, but subject to change in the future	As incurred	You must pay credit card processing fees in connection with your use of the POS software. The POS software will automatically remit such processing fees on your behalf to a third-party credit card processing vendor.
Customer Service Support Services Fee	Currently \$0, but we reserve the right to implement a Customer Service Support Services Fee in the future up to 1% of Gross Sales	Same as Royalty	These services are required for all franchisees as described in Note 4.
Repairs and Maintenance	Actual cost to us	On receipt of billing	If you fail to repair and maintain the Franchise Business, we may do so at your expense. ⁽⁵⁾
Renovation and Modernization	Not more than \$100,000 every 5 years	As incurred	Renovation, and modernization fees are payable to us only if you do not perform required renovation and modernization. ⁽⁵⁾
Insurance	Actual cost to us	On receipt of billing	If you fail to purchase insurance for your Franchise Business, we may do so at your expense.
Gift Card and other Programs	If we establish a program, we may periodically reconcile payments and we may charge an administrative fee	Periodically by EFT that we initiate	See Note 6.

Type of Fee⁽¹⁾	Amount	Due Date	Remarks
Additional Training	Currently \$250 per day plus travel, room and board expenses.	Before additional training	We may charge training fees if you request to have additional people attend the initial training program or if you request or we require additional training. ⁽⁷⁾
Additional Operational Assistance	Currently \$250 per day plus travel, room and board expenses.	As incurred	At our discretion, and upon your reasonable request or our requirement, we may provide a representative to provide reasonable operational guidance and assistance. We may increase the fee based on reasonable inflationary increases.
Late Charge, NSF Fees and Interest	\$100 late charge, NSF fees equal to charge we incur, but not less than \$50.00, and 1.5% per month interest or maximum rate allowed by law.	On receipt of billing	These charges must be paid on all overdue amounts.
Transfer Fee	Equal to 50% of the initial franchise fee being charged by us at the time of transfer, but see Note 8, and \$5,000 for a non-control transfer. \$10,000 for a transfer of the Area Development Agreement	Before closing of the transfer	Paid if you transfer your franchise or a controlling interest in the franchise.
Renewal Fee	Equal to 50% of the initial franchise fee being charged by us at the time of renewal.	At the time of renewal	You must pay this fee as a condition to renewal if you renew your franchise at the end of the initial term of the franchise.
Relocation Fee	\$2,500 plus travel, room and board expenses for site review and acceptance.	On receipt of our billing	This fee must be paid if you change the location of your Kitchen.

Type of Fee⁽¹⁾	Amount	Due Date	Remarks
Audit and Inspection Expenses	Cost of audit or inspection plus employee expenses	On receipt of our billing	This cost must be paid if the audit is necessary because of your failure to furnish reports or financial information, or the audit discloses an understatement of 3% or more of Gross Sales.
Product and Supplier Approval Fee	Actual costs	Before approval of a product or supplier	You may be required to pay this fee if you request that we approve a product or supplier.
Indemnification	Amount will vary under circumstances	As incurred	You must reimburse us if we incur liability from the operation of your franchise.
Liquidated Damages for Certain Violations	\$250 for the first violation; \$500 for the second violation; and \$1,000 for the third or more violation or as stated in our Brand Standards Manual	Within 10 days of notice	You agree to pay us liquidated damages as a remedy for your failure to comply with certain contractual obligations and/or operational standards or procedures specified by us.
Liquidated Damages For Loss of Bargain Under Franchise Agreement	See Note (9)	On demand	Payable as part of the damages due to us if you breach the Franchise Agreement and the Franchise Agreement is terminated.
Liquidated Damages For Loss of Bargain Under Area Development Agreement	See Note (9)	On demand	Payable as part of the damages due to us if you breach the Area Development Agreement and the Area Development Agreement is terminated.
Costs and Attorneys fees	Amount will vary under circumstances	As incurred	You must reimburse us for costs and attorneys fees if we prevail in a judicial proceeding or if we engage a lawyer because of your failure to comply with the Franchise Agreement.

Notes to Item 6 Table

- (1) All fees are imposed by and payable to us or our affiliate except minimum local advertising expenses, renovation and remodeling expenses, and insurance, which may be paid directly to the relevant suppliers. All fees paid to us or our affiliate are non-refundable. We intend to uniformly impose the fees described in the table.

You must make all payments to us by electronic funds transfers (automatic bank transfers). You must install, at your expense, and use pre-authorized payment and computerized point-of-sales systems, credit verification systems, automatic payment systems, electronic funds transfer systems, or automatic banking systems as we may specify. We may specify these requirements to fulfill any business purpose reasonably related to the operation of your Kitchen and the Franchise Systems and to allow us to access reports of Gross Sales and other information and to initiate electronic or other transfers of all payments you are required to make to us. We may specify that any or all required payments to us be made daily, weekly, monthly, or another interval, instead as otherwise provided in the Franchise Agreement. We may require you to make required payments at different intervals than other ClusterTruck® franchisees.

- (2) The Franchise Agreement defines Gross Sales as the entire amount of the franchisee's revenues from the ownership or operation of the Franchise Business and any business at or about the Franchise Location or any accepted remote locations including the proceeds of any business interruption insurance and any revenues received from the lease or sublease of a portion of the Franchise Location, whether the revenues are evidenced by cash, credit, checks, gift certificates, electronic payment, digital currency, food stamps, coupons and premiums (unless exempted by us), services, property or other means of exchange, minus: (a) the amount of any sales taxes that are collected and paid to the taxing authority; (b) approved discounts given to customers if the non-discounted price is included in the revenues; and (c) cash refunded and credit given to customers and receivables uncollectible from customers if the cash, credit or receivables are or were included in revenues. Revenues are deemed received by the franchisee at the time the goods, products, merchandise, or services from which they derive are delivered or rendered or at the time the relevant sale takes place, whichever occurs first. Revenues of property or services (for example, "bartering" or "tradeouts") are valued at the prices applicable to the products or services exchanged for those revenues at the time the revenues are received.

- (3) You must spend a minimum of 2% of your quarterly Gross Sales for advertising in your local market. You must provide documentation to our reasonable satisfaction that you have spent the required amount of local advertising or, in our discretion we may require you to pay the minimum local advertising amounts to us for advertising in your local market. If we require you to pay the minimum local advertising amounts to us, we may use these amounts, in our discretion, for local advertising and promotion for you (including but not limited to Digital Advertising, flyers, promotions, mailers, etc.) or as part of joint advertising or cooperative advertising. If you participate in joint advertising, you will pay your proportionate share of each advertisement. If an advertising cooperative has been or is formed for your market, the cooperative may require advertising fees be paid to the cooperative, but only if authorized by a majority vote of the members of the cooperative. As of the date of this Franchise Disclosure Document, no advertising cooperatives have been formed. The amounts spent by you for local advertising, joint advertising, and cooperative advertising will apply to your minimum local advertising obligations. Except

for pre-opening/grand opening advertising and any contributions to the Brand Development Fund, you will not be required to spend more than 5% of your quarterly Gross Sales for local advertising, joint advertising, and cooperative advertising.

- (4) Under the Franchise Agreement, we may require you to participate in customer service support services provided by us and to pay a fee up to 1% of Gross Sales for those services. We currently provide these services through our Customer Experience Team. The Customer Experience Team provides a range of sales, customer service, and communication services to our franchisees during operating hours.
- (5) If at any time, in our reasonable judgment, the general state of repair, appearance or cleanliness of the Franchise Location or its equipment, furniture, fixtures, signs, Franchise Trade Dress, or other property do not meet our standards or specifications, we may notify you in writing, specifying the action you must take to correct the deficiency. You must initiate the specified action within 30 days after receipt of the notice and diligently proceed to complete the specified action. If you fail to initiate any required repairs or maintenance within 30 days after receipt of written notice from us describing the specific repairs or alterations that are required or if you fail to diligently proceed to complete the specific repairs, then we may have the repairs completed, at your expense, to maintain the Franchise Business in accordance with our required standards. If this occurs, you must immediately reimburse us for all costs we incurred to make the repairs. In addition to regular maintenance obligations, you must renovate and modernize the Franchise Location, premises, equipment, furniture, fixtures, signs, Franchise Trade Dress, and other property of the Franchise Business on our request once during the initial term of the Franchise Agreement at any time after the end of the 5th year of the initial term of the Franchise Agreement, and thereafter no more frequently than once every 5 years, to conform with our specifications for the then current image of Kitchens using the Franchise Marks; provided, however, that the cost of each renovation and modernization will not exceed \$100,000. You must initiate the specified renovations within 30 days after receipt of the notice and diligently proceed to complete the specified action. If you fail to initiate any required renovations and modernizations within 30 days after receipt of written notice from us describing the specific renovations or alterations that are required or if you fail to diligently proceed to complete the specific renovations or alterations, then we may have the renovations or alterations completed, at your expense, to maintain the Franchise Business in accordance with our required standards. If this occurs, you must immediately reimburse us for all costs we incurred to make the renovations or alterations.
- (6) You must participate in any gifts cards, electronic or money cards (E-cards), frequency cards, awards or loyalty programs, promotional programs, or other programs specified by us and honor all such cards, awards, and other programs issued by us or by other franchise owners in accordance with our policies. We or a person designated by us will administer any of these programs specified by us. We may charge an administrative fee for administering those programs. You must provide us with all information collected and databases created in connection with these programs. We do not currently specify any of these programs. If we establish a gift card or E-card program, we may incorporate the gift card or E-card fund or manage the gift card or E-card fund through a separate entity whenever we deem appropriate. We may assign some or all of our rights and duties related to the gift card or E-card fund to a separate gift card or E-card fund entity. We may change the separate gift card or E-card fund entity or assign management of the gift card or E-card fund back to us at any time in our discretion.

- (7) We have the right to charge you for additional training. Any additional training fees will be uniform as to all persons attending training at that time. We reserve the right to increase the amount of the daily additional training fee from time to time in our discretion pursuant to the Brand Standards Manual.
- (8) The transfer fee under the Franchise Agreement for a control transfer is the greater of 50% of the then-current initial franchise fee paid by new franchisees or the costs and expenses we incur in reviewing and processing the transfer. For a control transfer, you must submit to us a \$5,000 deposit on the transfer fee when you submit an application for our consent to transfer. We may increase the deposit above \$5,000 and up to 50% of the then-current initial franchise fee if we believe our costs and expenses will exceed \$5,000. We will refund the \$5,000 (or any increased deposit amount) less our costs and expenses if the transfer is not completed. If the transfer proceeds, you must pay us the balance of the transfer fee before the transfer's closing. The transfer fee under the Franchise Agreement for a non-control transfer is \$5,000. If you sign the Area Development Agreement, the transfer fee is \$10,000, in addition to any transfer fees payable under the Franchise Agreements that the Area Development Agreement covers.
- (9) In addition to any other remedies available to us, if the Franchise Agreement is terminated before its expiration (other than termination by you for cause), we will be entitled to recover from you damages attributable to the loss of bargain resulting from that termination. Our damages for loss of bargain will be the Royalty fees and Brand Development Fund contributions that would have been payable to us for the balance of the term of the Franchise Agreement, but not more than 24 months. The aggregate amount of Royalty fees and Brand Development Fund contributions that would have been payable will be calculated by multiplying the greater of 1) the sum of the average monthly Royalty fees and Brand Development Fund contributions of the Franchise Business for the 12 month period (or lesser period if you were not in operation for a full 12) immediately preceding the date of termination or the date that you ceased to operate if earlier than the date of termination or 2) the sum of the monthly amount of minimum Royalty fees and minimum Brand Development Fund contributions for such time period or in the event the Franchise Agreement is terminated before you open, by either the number of months remaining in the term of the Franchise Agreement or 24, whichever is less. In addition to any other remedies available to us, if the Area Development Agreement is terminated before its completion (other than termination by you for cause), we will be entitled to recover from you damages attributable to the loss of bargain resulting from that termination. Our damages for loss of bargain will be the Royalty fees and Brand Development Fund contributions that would have been payable to us had the Franchise Businesses been developed under the Area Development Agreement in the amount of \$75,000 per undeveloped Franchise Business.

ITEM 7—ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT (FRANCHISE AGREEMENT)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee	\$50,000	Lump sum	On signing the Franchise Agreement	Us
Total Franchise Fees	\$50,000			
Professional Services ⁽²⁾	\$5,000 to \$20,000	As agreed	As incurred	Professionals
Leasehold Improvements ⁽³⁾	\$0 to \$300,000	As agreed	Before opening as incurred	Contractors, and Suppliers
Equipment, Fixtures, and Furniture ⁽⁴⁾	\$170,000 to \$310,000	As agreed	Before opening as incurred	Suppliers
POS System	\$14,000 to \$20,000	As incurred	Before opening as incurred	Suppliers
Permits, Licenses ⁽⁵⁾	\$500 to \$1,000	As incurred	Before opening as incurred	Third Parties and Governmental Organizations
Signage (Indoor/Outdoor) ⁽⁶⁾	\$2,500 to \$15,000	As agreed	Before opening as incurred	Suppliers
Total Construction Costs / Equipment	\$192,000 to \$666,000			
Miscellaneous Travel and Living Expenses while Training ⁽⁷⁾	\$2,000 to \$35,000	As agreed	Before opening as incurred	Third Parties
Initial Inventory and Operating Supplies	\$7,500 to \$30,000	As agreed	Before opening as incurred	Our affiliates and Suppliers
Grand Opening Advertising ⁽⁸⁾	\$30,000 to \$100,000	As incurred	As incurred	Advertising Providers
Initial Lease Payments ⁽⁹⁾	\$0 to \$13,500	As agreed	As specified in lease	Landlord
Insurance ⁽¹⁰⁾	\$7,500 to \$30,000	As Agreed	Before opening as incurred	Insurance Companies
Miscellaneous Pre-opening Expenses ⁽¹¹⁾	\$9,000 to \$17,500	As incurred	Before opening as incurred	Third Parties
Additional Funds (three months) ⁽¹²⁾	\$40,000	As incurred	As incurred	Us, our affiliates, Suppliers and Employees

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Total Pre-opening/ Operating Costs and Deposits	\$96,000 to \$266,000			
TOTAL ESTIMATED INITIAL INVESTMENT	\$338,000 to \$982,000			

Notes to Item 7 Table

- (1) See Item 5 for an explanation of the amount and refundability of the initial franchise fee.
- (2) This category includes payments for architect and engineering services, legal fees for creating your entity and negotiating your lease, mechanical and design services, site research company, and accounting and tax services.
- (3) You must improve the Franchise Location in accordance with our specifications. In some circumstances, a portion of the leasehold improvements may be included in your lease and you will not incur significant expenses for leasehold improvements, but in those cases your rent will generally be higher.
- (4) This category includes kitchen equipment, furniture, and fixtures. These costs will vary depending on the size of the Franchise Location. You may lease kitchen equipment and computers used in the operation of your Franchised Business from an equipment-leasing business approved by us and listed on the Approved Supplier List.
- (5) You may need to obtain licenses to operate the Kitchen from your state or local governing authorities, such as an occupancy permit and health department licenses or permits. However, fees may vary significantly depending upon the location of your franchise. Our estimates are based on our experience in the markets in which we conduct business and we do not have estimates for other areas. It is possible that the cost could be significantly higher in another area or in a major metropolitan area.
- (6) The price for signage will vary depending on your local market conditions, the type of site, and local ordinances for outdoor and indoor signage.
- (7) Although we do not charge any additional fees for the initial training program, you are responsible for paying any wages due to your employees as well as travel, food and lodging expenses incurred by you and your employees during initial training. These costs will depend on the distance you and your employees must travel and the type of accommodations you choose. Also, you may have to pay a fee for attending any certification program required by state or local laws or regulations. That fee is not payable to us.

- (8) You must spend an amount specified by us to conduct grand opening advertising and promotions. The amount specified will range from \$30,000 to \$100,000. The grand opening advertising and promotions must be conducted in accordance with a plan that you must submit to us. We have the right to modify your plan and may require you to use a public relations firm to assist with your grand opening. The grand opening advertising and promotions must occur within the period beginning at least as early as the opening of the Franchise Business and ending approximately 8 weeks after the opening of the Franchise Business. The amount you must spend on grand opening advertising and promotions is separate from and in addition to your other advertising obligations.
- (9) You will generally lease your Franchise Location. The square footage of a ClusterTruck® Kitchen will generally range from between 1,000 square feet to 3,000 square feet. We estimate that your monthly rent will range from \$0 (if you own the building) to \$4,500. The initial charge to you for leasing the Franchise Location is estimated to be one to three months of rent, a portion of which may include a security deposit. Your rent may be subject to escalation clauses based on inflation or other factors as provided in your lease. The annual rent amount may vary significantly depending on the condition, location, and size of the location and the demand for the location among prospective tenants. Our estimates are based on our experience in the markets in which we currently conduct business. Your rent costs could be lower or significantly higher if your location is in an area in which we do not conduct business. The estimates in the table do not reflect an amount for investment in real estate, since real estate costs vary significantly from market to market. Your initial investment will be much greater if you purchase real estate and construct your Franchise Location and we do not have any estimate of those costs.
- (10) The estimate in this table is an estimated range of the initial cost for insurance for your Franchise Business. The low end of the range is based on the insurance company accepting a partial up-front payment of 25%, which some insurance companies are willing to do if you meet their credit requirements. The high end of the range is based on the full cost for a year of coverage. The types and amounts of insurance coverages are described in Item 8.
- (11) Your miscellaneous pre-opening expenses may include pre-opening labor expenses, utility deposits, security deposits, installation of telephone services, business licenses, construction period lease and utility payments, employee expenses, etc.
- (12) This category covers expenses you may incur during the three-month initial phase of your Kitchen. These expenses may include advertising expenses, insurance premiums, payroll costs, cost of recruiting employees, additional inventory and supplies, etc. These expenses do not include any amounts for an owner's salary or draw. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. We have relied upon our experience developing and operating Kitchens in our markets when formulating the above estimates. Your costs during this initial phase will depend on factors including: how much you follow our procedures; your management skill, experience, and business abilities; local economic conditions; the local market for the franchise's product; competition; and the sales level reached during this initial phase.
- (13) We do not offer any financing for any part of your initial investment.

The above table describes our estimate of your initial investment to develop one ClusterTruck® Kitchen franchise based on our experience developing and operating Kitchens in our markets.

The estimate covers the period before the opening of your franchise and includes a category for additional expenses you may incur during the initial three-month phase after the opening of your franchise. The estimate does not include an owner's salary or draw. The estimate also does not include cash requirements to cover operating losses or owner's draw after the initial phase of the franchise. You may need additional funds available, whether in cash or through credit lines, or have other assets that you may liquidate, or that you may borrow against, to cover your personal living expenses and any operating losses after the initial phase of your franchise. We urge you to retain the services of an experienced accountant or financial adviser in order to develop a business plan and financial projections for your franchise.

YOUR ESTIMATED INITIAL INVESTMENT (AREA DEVELOPMENT AGREEMENT)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Development Fee	\$37,500 ⁽¹⁾	Lump sum	On signing the Franchise Agreement	Us
Estimated Initial Investment for first Franchise Business	\$338,000 to \$982,000			Professionals
Estimated Initial Investment for Area Development Agreement	\$375,500 to \$1,019,500	As agreed	Before opening as incurred	Contractors, and Suppliers

(1) The Development Fee is calculated as \$50,000 for the first Franchise Business to be developed under the Area Development Agreement plus 75% of the initial franchise fee for each additional Franchise Business to be developed under the Area Development Agreement. This estimate assumes the Area Development Agreement is a 2-unit Area Development Agreement.

We relied on our affiliates' and owners' experience in developing and operating similar businesses to compile these estimates. You should, of course, review these figures carefully with a business advisor before making any decision to purchase the franchise.

Your actual investment may vary depending on local conditions peculiar to your geographic area or market, for example, local economic and market conditions, real estate demand, availability and occupancy rates. Additional variables that may impact your initial investment may be: the size of your facility; age of the structure; length of your lease or other instrument granting you the right to occupy the premises; if your space is to be built out by the property developer with no initial out-of-pocket costs to you; lease arrangements; location in the market; whether you are converting existing premises and whether in the same business; costs of demolishing existing leasehold improvements; construction costs; other variable expenses and whether you currently hold a lease for an acceptable location.

Except as may be noted, none of the payments to us or our affiliates are refundable. The refundability of payments to other parties is determined by your agreements with those parties.

We do not offer any financing for any part of your initial investment. You may, however, finance a portion of your initial investment with a third party. The availability and terms of financing with third parties will depend on factors including the availability of financing generally, your credit history, collateral you may have, and the lending policies of financial or leasing institutions.

ITEM 8—RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

General

In order to maintain uniqueness, consistency, uniformity, quality and identity of ClusterTruck® Kitchens and the products and services sold by ClusterTruck® Kitchens and the group purchasing power of ClusterTruck® Kitchens, you must purchase all products and services used in the development and operation of your Franchise Business in accordance with our specifications and only from manufacturers, suppliers or distributors designated or approved by us, as described in more detail below.

Obligations to Purchase or Lease from the Franchisor or its Designees

We will specify any applicable products and services used in the development and operation of your Franchise Business as “Designated Products or Services.” Designated Products or Services must be purchased in accordance with our specifications (which may include brand names) and only from us or a manufacturer, supplier, distributor, or professional or other service provider specifically designated by us (which may be our affiliate, now or not yet in existence) (a “Designated Supplier”). We are not required to approve other suppliers for Designated Products or Services and we do not issue criteria to our franchisees for Designated Products or Services. We impose these requirements so that we can ensure uniformity and quality and sufficient volume purchases to obtain favorable pricing. We will specify Designated Products or Services and Designated Suppliers in an on-line web-based communication portal or in emails, memos, bulletins, and/or in our Brand Standards Manual. We will issue notification of Designated Products or Services status and Designated Supplier status or revocation of the status to you in an on-line web-based communication portal or in emails, memos, bulletins, and/or in our Brand Standards Manual.

We may require you to purchase some products and services used in the development and operation of your Kitchen from Designated Suppliers, including certain beverage inventory, paper supplies, uniforms, accounting and online order management software used in your POS system, computer hardware and wiring, certain food items to be sold from your Kitchen (such as prepped soups, sauces, dressings, marinades, proteins, sides, vegetables, toppings, and dips), and your Kitchen smallware (such as cooking and eating instruments and utensils).

Obligations to Purchase or Lease from Approved Suppliers

Unless otherwise specified by us, all items used in the design, development, construction, and operation of your Franchise Business, other than Designated Products or Services, must be obtained in accordance with our specifications (which may include brand names). We may require that certain goods or services be obtained only from a manufacturer, supplier, distributor, or professional or other service provider that has been approved by us (an “Approved Supplier”). An Approved Supplier will be a supplier that: (a) meets our standards for quality and uniformity of goods and services and other relevant standards established by us; (b) we have designated in

writing as an Approved Supplier; and (c) we have not later revoked the designation as an Approved Supplier. You may request to have a supplier for items other than Designated Products or Services approved by submitting to us the information, samples or agreements necessary for our determination under the procedures specified by us. This request must be in writing and must include information about the product or supplier relating to our specifications, a sample of the product or service to be approved or a person at the manufacturer or supplier that we can contact for information. We may submit the information to an independent laboratory or another independent expert to determine if the product or supplier meets our specifications. We may charge you a fee equal to our actual costs incurred in making this determination. On your request, and only on a confidential basis, we will furnish you with any issued standards and specifications for items other than Designated Products or Services, as well as make available to you any issued criteria for supplier approval. We will notify you in writing of our approval or disapproval of a supplier within 30 days after receiving all information that we reasonably believe is necessary to make the determination.

Before we approve a supplier, the supplier may be required to enter into an agreement with us in a form reasonably acceptable to us providing that the supplier will: (a) follow our procedures, specifications and standards, formulas, patterns, and recipes; (b) allow periodic quality control inspections of the supplier's premises and production facilities; (c) provide a reasonable number of samples, without charge, for inspection; (d) keep any trade secrets or other confidential information disclosed to it by us in confidence and have employees to which disclosure is made sign agreements that they will not use or disclose confidential information; and (e) pay a reasonable license fee for a limited license for the production and sale of items using the Intellectual Property. An approval of a supplier is not a blanket approval of the items the supplier may sell but only for specific items sold by that supplier as approved by us.

We will provide information on Approved Suppliers and we will issue approval or disapproval or notification of revocation of approval of products or suppliers to you through an on-line web-based communication portal or in emails, memos, bulletins, and/or in our Brand Standards Manual.

We reserve the right to designate or approve either ourselves or one or more of our affiliates as either Designated or Approved Suppliers in the future, pursuant to our Brand Standards Manual.

Additional Information Relating to Designated and Approved Suppliers

In order to take advantage of group purchasing power and to ensure uniformity and quality, we reserve the right to limit the total number of Approved Suppliers for any items. We may add or delete Designated or Approved Suppliers at any time and you must comply with those changes immediately on written notice from us. If we add a Designated or Approved Supplier, you must immediately, on written notice from us, take the steps necessary to comply with the credit, purchase, and other policies of the Designated or Approved Supplier. If we delete a Designated or Approved Supplier, you must cease purchasing products and services from that supplier immediately on written notice from us.

We may enter into agreements with Designated or Approved Suppliers for and on behalf of all Kitchens or all Kitchens in a particular region (a "Supplier Contract"), which may include price terms. If we enter into a Supplier Contract with a Designated or Approved Supplier, the terms and conditions of your relationship with that Designated or Approved Supplier will be controlled by that contract to the extent covered by the contract.

Our designation of a Designated or Approved Supplier or manufacturer, or other provider of products or services does not create any express or implied promise, guaranty or warranty by us as to the quality of products and services, availability of products and services, and timely delivery of products and services of the Designated or Approved Supplier or other provider of products or services and we disclaim any promises, guaranties or warranties. We will not have any liability to you for any claims, damages or losses suffered by you as a result of or arising from the products or services provided by or the acts or omissions of any Designated or Approved Supplier.

Obligations to Purchase under Specifications

The Franchise Agreement provides that all products and services used in the design, development, construction, or operation of the Franchise Business must be obtained in accordance with our specifications (which may include brand names) or from Designated or Approved Suppliers. Although we have the right to require you to purchase all items used in the Kitchen from Designated and Approved Suppliers, in our discretion we may issue specifications for certain products (which may include brand names) and allow you to purchase those products from any source as long as the products comply with our specifications. Also, we may not issue specifications for some products and supplies and we may allow you to purchase those products and supplies from any source until we issue specifications and/or supplier requirements for those items.

Our parent company, ClusterTruck, Inc., may from time to time offer for sale to our franchisees certain equipment for use in your franchise Kitchen. You are not required to purchase this equipment from ClusterTruck, Inc., and may purchase the same equipment from any supplier so long as the equipment meets our specifications.

Your lease must be accepted by us. However, we will not evaluate or be responsible for the commercial reasonableness or suitability of your lease. That is your sole responsibility and we recommend that you engage independent counsel to assist you in the evaluation and negotiation of your lease. Also, unless we otherwise agree, you and your landlord must sign a Lease Addendum acknowledging certain rights we have under the Franchise Agreement that relate to your lease and you must sign a Collateral Assignment of Lease that assigns the lease to us at our option on the occurrence of certain events. A copy of our standard Lease Addendum is attached to the Franchise Agreement as Appendix G and a copy of our standard Collateral Assignment of Lease is attached to the Franchise Agreement as Appendix H.

In addition, your Franchise Location must be constructed or improved in accordance with any specifications we have issued for build-out, décor, signage, equipment layout, front of the house and back of the house space layout, etc. We must approve all drawings, plans and specifications relating to the design, construction and/or improvement of the Franchise Location. You must hire a design firm, construction manager and/or general contractor designated or approved by us to design and construct or improve the Franchise Location in accordance with our specifications. If we have not designated or approved a design firm, construction manager, and/or general contractor for your area, you must obtain our prior written approval of the design firm, construction manager, or general contractor you intend to use. We will have the right to inspect and approve the construction before you open your Kitchen to make sure the approved plans and any specifications issued by us have been followed. If, in our opinion, the approved plans and any applicable specifications have not been followed, you must resolve any issues to our satisfaction before opening your Kitchen. Although we have the right to review and comment on

and must approve all drawings, plans and specifications relating to the design, construction, and/or improvement of your Franchise Location, we are only acting to ensure compliance with the approved plans and any applicable specifications issued by us. We will not evaluate or be responsible for compliance with governmental requirements, legal requirements or adequacy of design and engineering relating to the design and construction and/or improvement of your Franchise Location and you are solely responsible for those matters.

You must acquire, maintain and update the equipment (including POS and computer systems), furniture, fixtures, signs, and other property that we specify for establishing and operating your Franchise Business. Also, all of these items must meet any standards and specifications issued by us.

You must purchase insurance coverage for your business in accordance with our standards and specifications. We currently specify the following insurance coverages:

- General Commercial Liability Insurance with the following limits: general \$2,000,000 aggregate, \$1,000,000 per occurrence; products/completed operations aggregate - \$2,000,000; personal and advertising injury--\$1,000,000; each occurrence--\$1,000,000; fire damage (any one fire)--\$100,000; and medical expense (any one person)--\$10,000.
- Commercial Property Insurance in at least the full replacement value of their contents, tenant improvements, and inventory
- Coverage Enhancements, including expanded glass coverage; fire extinguisher recharge coverage; fire department service charge coverage; code update coverage; off-premises interruption of service; re-keying lock cylinders; consequential loss to merchandise; extended loss adjustment; pollutant clean up and removal--\$10,000.
- Non-owned and hired automobile liability insurance with minimum limits of \$1,000,000 per occurrence or the highest attainable limit available in the state in which the Franchise Business is located, if less than \$1,000,000.
- Business Owner's Umbrella Policy with limits of \$1,000,000 each occurrence and annual aggregate.
- Cyber Security Liability insurance with minimum limits of liability of \$1,000,000.
- Employer Practices Liability insurance: \$500,000 limit.
- Worker's Compensation and/or Employer's Liability Insurance as required by law.

We may add to or revise these insurance specifications in the future. You must purchase the specified insurance coverage from a supplier designated or approved by us. Evidence of this insurance must be initially provided at least 14 days before you begin operating your Franchise Business. Certificates of renewal must be provided no later than 14 days before the expiration date of each policy. If you do not provide us with evidence of these insurance policies at any due date, we may purchase that insurance at your expense. You must immediately pay for any insurance obtained by us. Each required policy of insurance must name us as an additional insured and must provide that we will be given 30 days' notice before cancellation, modification or amendment of the policy. Your lease may require higher limits or additional coverages.

We formulate and modify our specifications based on our experience in the business. Factors that we consider include reliability and practicality of equipment for the intended use, and quality and uniformity of products and services. Except as described above with respect to the approval of products or suppliers, we are not required to issue our specifications to our franchisees. We may issue our specifications, changes to our specifications and lists of approved products and suppliers to you through an on-line web-based communication portal or in emails, memos, bulletins, and/or in our Brand Standards Manual.

Right to Refuse to Sell Products

If you commit any of the defaults listed below, we or our affiliates have the right to refuse to sell products to you and to cause Designated or Approved Suppliers to refuse to sell products to you and/or to withhold our support services from you. The defaults giving rise to this remedy include: (1) you fail to make a payment to us or our affiliates for more than 30 days after the due date of the payment; (2) you owe us or any Designated or Approved Supplier \$5,000 or more in past due payments; or (3) you commit any other default under the Franchise Agreement and fail to cure the default within the applicable cure period. In addition, if you fail to satisfy all the conditions of renewal but continue to operate your Franchise Business after the end of the term of the Franchise Agreement, we have the right to refuse to sell products to you and to cause Designated or Approved Suppliers to refuse to sell products to you and/or to withhold our support services from you.

Revenues of Franchisor and Affiliates

We may, but are not obligated to, negotiate arrangements with suppliers for your benefit. We have the right to receive rebates or other fees from designated or approved suppliers based on sales of products or services to our franchisees. We intend to retain all rebates received from designated or approved suppliers based on sales of products and services you purchase. You must cooperate with us in the collection of those rebates or fees.

We are currently the Designated Supplier for certain customer service support and other customer service and communication services to our franchisees. These services are provided through our Customer Service Team. See Item 6, Note 4.

We are also currently the Designated Supplier for certain food items that we may require you to purchase from us, including but not limited to certain soups, sauces, dressings, marinades, proteins, sides, vegetables, toppings, and dips. These items are provided by our affiliate's Kitchen located at 729 N. Pennsylvania St., Indianapolis, Indiana.

In the year ending December 31, 2024, neither we nor our affiliates received any revenue or other material consideration in connection with required purchases or leases by our franchisees.

Except for us and our affiliates, there are no suppliers to our franchisees in which any of our officers owns an interest.

Percentage of Purchases

All of your purchases from Designated Suppliers, Approved Suppliers or in accordance with our specifications will represent **80% to 90%** of your total purchases in the establishment of your franchise and **80% to 90%** of your total purchases in operating your franchise.

Cooperatives; Material Benefits to Franchisees

We do not have any formal purchasing or distribution cooperatives. We do not provide material benefits to franchise owners based on a franchisee's use of designated or approved sources.

ITEM 9—FRANCHISEE’S OBLIGATIONS

This table lists your principal obligations under the Franchise and other Agreements. It will help you find more detailed information about your obligations in these Agreements and in other items of this Franchise Disclosure Document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 6.1 and 6.2 of the Franchise Agreement (“FA”); Section F of Renewal Addendum; Section G of Transfer Addendum	Items 7, 8, 11 and 17
b. Pre-opening purchases/leases	Article 6 and Article 8 of the FA; Section F of Renewal Addendum; Section G of Transfer Addendum	Items 5, 7, and 8
c. Site development and other pre-opening requirements	Sections 6.3 to 6.8 of the FA; Section F of Renewal Addendum; Section G of Transfer Addendum	Items 5, 7 and 11
d. Initial and ongoing training	Article 7 of the FA; Section I of Renewal Addendum	Item 11
e. Opening	Sections 5.5 and 6.8 of the FA; Section G of Renewal Addendum; Section H of Transfer Addendum	Items 11 and 17
f. Fees	Section 3.2, Article 4, Sections 7.1, 7.3, 8.9, Article 9, Sections 14.3, 15.7, 16.5, 17.1, and 18.6; Sections C and D of Renewal Addendum; Sections C and E of Transfer Addendum	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	Sections 2.1, 2.2, 3.2, 4.4, 4.10, Article 6, Article 7, Article 8, Section 9.5, 9.6, 9.7, Article 10, Sections 11.3 and 14.3 of the FA; Section C of Renewal Addendum; Section C of Transfer Addendum	Items 8, 11, 13 and 16

Obligation	Section in Agreement	Disclosure Document Item
h. Trademarks and proprietary information	Article 11 of the FA; Sections 1 and 2 of the Confidentiality/Non-Competition Agreement ("C/NCA")	Items 13 and 14
i. Restrictions on products/services offered	Sections 8.4, 8.5, 8.6 and 8.7 of the FA	Items 8, 11 and 16
j. Warranty and customer service requirements	Not Applicable	
k. Territorial development and sales quotas	Section 2.3 of the FA	Item 12
l. Ongoing product/service purchases	Sections 8.3, 8.4 and 8.6 of the FA	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Section 8.9 of the FA; Section C of Renewal Addendum; Section C of Transfer Addendum	Items 11 and 17
n. Insurance	Section 8.13 of the FA	Items 7 and 8
o. Advertising	Article 9 of the FA; Section H of Renewal Addendum; Section I of Transfer Addendum	Items 6 and 11
p. Indemnification	Sections 8.9, 8.12, 8.13, 8.15, 11.4, and Article 17 of the FA, and Section 3 of the C/NCA	Item 6
q. Owner's participation/management/staffing	Sections 8.10, 8.11, and 8.16 of the FA	Items 11 and 15
r. Records and reports	Article 10 of the FA	
s. Inspections and audits	Sections 10.3 and 10.4 of the FA	Item 6
t. Transfer	Article 14 of the FA; Transfer Addendum	Item 6 and 17
u. Renewal	Sections 3.2 and 4.6 of the FA; Renewal Addendum	Item 6 and 17
v. Post-termination obligations	Articles 12, 13, 15 and 16 of the FA; Sections 1 and 2 of the C/NCA	Item 17
w. Non-competition covenants	Article 13 of the FA; Sections 1 and 2 of the C/NCA	Item 17
x. Dispute resolution	Article 18 of the FA	Item 17
y. Other	Not Applicable	

ITEM 10—FINANCING

We do not offer direct or indirect financing for your franchise. We do not guaranty any of your notes, leases or other obligations.

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

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

Before Opening

Before you open your business, we will:

1. Approve the area in which you will select the site for your franchise. We will also review your proposed location for our acceptance (Section 6.1 of Franchise Agreement).

We do not select the site for your franchise. We may or may not own the location of your franchise and lease it to you. You will generally lease your Franchise Location from an unrelated third party. You are responsible for the selection of the site of your franchise. However, we may assist you and may recommend the site for your Kitchen. We must also accept the site for your Kitchen. The factors that we consider when we recommend or accept a site include, without limitation, the surrounding population density, income levels, vehicle traffic counts, pedestrian traffic counts, visibility, ingress and egress, space dimensions, parking availability, signage restrictions, use restrictions, express provision of parking spaces for delivery drivers, proximity to surrounding healthcare facilities, schools, and office buildings, economic terms, and proximity to other ClusterTruck® Kitchens. We may use a third party to research the market prior to approving the site which would be paid by you. Although we may provide assistance in finding your location, it is your sole responsibility to find a suitable location for your Kitchen and to evaluate the commercial value of the location for operation of your franchise. Our location assistance, recommendations and/or our acceptance of your location do not constitute a representation or guaranty of the commercial value, profitability or success of your location or your business.

You must submit to us a site selection package that we specify or accept, which must include pictures of the site, site plan, traffic counts, evidence confirming your prospects for obtaining the site, demographic information, economic terms, use clause, and any other materials and information we specify before we consider accepting the location. We will make our determination of whether to accept the proposed location within 14 days after receiving all required materials and information from you. If we cannot agree on a site and you do not obtain a site for the Kitchen within 3 months of the date of the Franchise Agreement, we may terminate the Franchise Agreement and your initial franchise fee is non-refundable.

2. Provide written specifications for the Franchise Location, which may include specifications for space requirements and build out. We may, in our discretion, consult with you in the process of construction or improvement of the Franchise Location. At your reasonable request, we may, in our sole discretion and subject to the availability of our personnel, furnish you with additional site selection and/or development guidance and assistance that is beyond the nature and scope of the services we are then providing to new franchisees without charge. If we elect to provide those additional services, we and you must agree in writing on the nature and scope of the additional services. We may charge you a reasonable fee for the additional services (Section 5.1 of Franchise Agreement).

3. Review the lease for your Franchise Location. Although we have the right to review and comment on your lease for the Franchise Location, we will not evaluate or be responsible for the commercial reasonableness or suitability of the lease. You must evaluate and be solely responsible for the commercial reasonableness and suitability of your lease. If you lease the

Franchise Location, you and the landlord must sign our standard Lease Addendum and you must sign our Collateral Assignment of Lease before you open (Section 6.2 and Appendices G and H of the Franchise Agreement).

4. Review your plans, drawings, and designs for construction, remodeling, decorating, or improvement of the Franchise Location. It is your responsibility to conform the Franchise Location to local ordinances and to obtain any required permits. We will have the right to inspect and approve the construction before you open the Kitchen to make sure the approved plans and any specifications issued by us have been followed. If, in our opinion, the approved plans and any applicable specifications issued by us have not been followed, you must resolve any issues to our satisfaction before opening the Kitchen. This may delay the opening of your Kitchen (Section 6.4 of Franchise Agreement). You may use any architect or designer who meets our standards and specifications.

5. Provide our specifications and/or sources of supply for the equipment, fixtures, signs, inventory, and other products and services necessary for you to develop and begin operation of the Kitchen (Section 5.2 of Franchise Agreement).

6. Provide you with access to our Brand Standards Manual for use in the operation of your Franchise Business (Section 5.3 of Franchise Agreement). Additional information regarding the Brand Standards Manual is set forth below in this Item under the subheading "Brand Standards Manual."

7. Provide an initial training program to train you to operate the Kitchen (Sections 5.4 and Article 7 of Franchise Agreement). This obligation does not apply on renewal (Section E of Renewal Addendum). The training program is described in more detail below in this Item under the subheading "Training."

8. Provide 1 or more representatives for up to 2 weeks surrounding the opening (the specific number of days will be determined by us) to assist in the opening and initial operation of your Franchise Business (Section 5.5 of Franchise Agreement). This obligation does not apply on renewal or transfer (Section E of Renewal Addendum and Section E of Transfer Addendum).

9. Designate the Approved Products to be offered by the Kitchen and provide sources of supply for certain products used in the Kitchen (Section 5.6 of Franchise Agreement).

10. Provide guidance on the pricing of your products and services (Section 8.7 of Franchise Agreement).

11. Review for approval your plans for grand opening advertising for the Franchise Business (Sections 5.8 and 9.1 of Franchise Agreement).

Our obligations as outlined above generally will not apply if you are renewing your franchise or acquiring an existing franchise by transfer except that, on a transfer we will provide the initial training described in number 7 above (see the Renewal Addendum and Transfer Addendum).

Time of Opening

We expect franchisees to open their Kitchens within 7 months after signing the Franchise Agreement or paying consideration to us. The main factors that we expect to affect this time period

are the availability of suitable locations, the ability to obtain mutually acceptable lease terms, the need for rezoning of the location, the ability to obtain financing, the local time frame for obtaining building permits, construction delays, shortages, delayed installation of equipment, fixtures or signs, and your personal timetable. You must sign your lease within 3 months of executing the Franchise Agreement and open for business no later than 4 months after you obtain a signed lease for the Franchise Location, and the failure of either of which, we may terminate the Franchise Agreement.

During Operation

During the operation of your franchise, we will:

1. Continually provide you with access to any updates to our Brand Standards Manual and other specifications for all aspects of the Kitchen (Section 5.3 of Franchise Agreement).
2. Provide ongoing training as specified by us (Section 5.4 and Article 7 of Franchise Agreement).
3. Provide 1 or more representatives for up to 2 weeks surrounding the opening (the specific number of days will be determined by us) to assist in the initial operation of your Kitchen (Section 5.5) of Franchise Agreement). This obligation does not apply on renewal or transfer (Section E of Renewal Addendum and Section E of Transfer Addendum). If you request the assistance of our representatives beyond the 2-week (or lesser) period, we may provide the representatives for an additional period of time, but you must pay a charge for the additional services in an amount determined by us.
4. Designate the Approved Products to be offered by the Kitchen and continually provide you with updates to our specifications for the Approved Products. We will also provide sources of supply for certain products used in the Kitchen and will review for approval any products or services or suppliers requested by you, except with respect to any Designated Products or Services (Sections 5.6, 8.6 and 8.7 of Franchise Agreement). The Approved Products that we may authorize or require you to sell may differ from those that we authorize or require other Kitchens to sell based on regional differences in products and services authorized by us, sales of products or services on a limited-time-only basis that are not available to all Kitchens, the test marketing of products or services, or other business reasons in our discretion (Section 8.7 of Franchise Agreement).
5. Periodically visit your Kitchen at such intervals we deem appropriate throughout the term of the Franchise Agreement. During these visits, we will evaluate your operations and provide any operational advice and assistance deemed necessary by us. We may also, at our sole discretion, provide reasonable operational guidance and assistance for a reasonable charge. We will also provide reasonable operational advice and assistance to you by email, other internet resources, or telephone, including advice on specific Approved Products, if requested by you (Sections 5.7 and 10.3 of Franchise Agreement). The result of the visit could result in required changes to the operation of the location.
6. Provide guidance on the pricing of your products and services (Section 8.7 of Franchise Agreement). You must follow any maximum or minimum pricing guidelines specified by us, subject to applicable laws (Section 8.7 of Franchise Agreement).

7. Administer and control the Brand Development Fund for the benefit of the Franchise Marks and Franchise Systems and review for approval any local advertising proposed by you (Sections 4.3 and 5.8, and Article 9 of Franchise Agreement).

8. Make all modifications to or substitutions of our Intellectual Property on a uniform basis for all similar situated franchisees in a particular market (Section 11.6 of Franchise Agreement).

9. If your initial location becomes unusable, review for approval any alternative location proposed by you (Section 6.1 of Franchise Agreement).

10. Review proposed transferees of your Kitchen for approval (Article 14 of Franchise Agreement).

Advertising

We may require that you make periodic contributions to a Brand Development Fund up to 2% of Gross Sales. We do not currently require you to the Brand Development Fund but reserve the right to so require in the future, pursuant to the Brand Standards Manual. We are not obligated to continue the Brand Development Fund and may change the amount or suspend contributions to or operations of the Brand Development Fund or terminate the Brand Development Fund (or reinstate the Brand Development Fund if it is terminated). We intend that all ClusterTruck® Kitchen franchises and all ClusterTruck® Kitchens owned and operated by our affiliates will contribute to the Brand Development Fund at the same rate.

We will administer and control the Brand Development Fund in our discretion. We may use the Brand Development Fund to maximize general public recognition and patronage of the Franchise Marks and ClusterTruck® Kitchens; formulate, develop, and produce marketing, advertising and sales support materials for use by our franchisees; conduct marketing, advertising and promotional programs on a regional or local level; provide marketing support services to franchisees; develop, maintain and support the Franchise Technology and Digital Marketing (as defined in the Franchise Agreement) for us and our franchisees; obtain public relations services; obtain marketing and advertising services, including without limitation from an advertising agency of our choice, to administer, create, distribute, place, publish, or otherwise provide marketing products and services to the Brand Development Fund; pay the expenses of the Brand Development Fund, including without limitation salaries and other employment expenses of our marketing staff, administrative costs, overhead, and other expenses we incur in connection with the administration of the Brand Development Fund; and other uses as we determine at our discretion. We are not required to spend your Brand Development Fund contributions to place advertising in your market or in any specific media. We may spend Brand Development Fund contributions in any media and use any source for advertising at our discretion (for example, in-house or a third-party contractor, including without limitation a national or regional advertising agency). All expenses of the Brand Development Fund will be paid from the Brand Development Fund. The Brand Development Fund may borrow money and pay interest or establish credit from us or other entities. Payments of principal and interest on those loans may be deducted from the Brand Development Fund. The Brand Development Fund will not be used for marketing that is principally a solicitation for the sale of franchises but the Brand Development Fund may be used for ancillary or incidental uses for the solicitation or sale of franchises by us or other franchisees, including an area on our website or on print advertisements created or distributed by the Brand Development Fund or an advertising cooperative. We will submit to you, on request, an annual report of the receipts and disbursements of the Brand Development Fund, unaudited, prepared

by our management, and provided in the manner we specify. Neither we nor an agency engaged by us will be liable for consequential or incidental damages resulting from administration of the Brand Development Fund or resulting from any marketing or advertising materials produced or placed by or on behalf of us or you, including any claims for loss of business.

We may, in our discretion, administer the Brand Development Fund for some or all markets by disbursing a portion of the Brand Development Funds to one or more individual franchisees or cooperative groups of franchisees for marketing or advertising expenditures in their markets. You must spend any of those disbursements to you on local or regional advertising and media as we determine. You must document these advertising expenditures at the times and in the manner specified by us.

We will use reasonable efforts to spend Brand Development Fund fees contributed to the Brand Development Fund during the fiscal year in which the contributions are made, taking into account reasonable reserves for advertising promotions and campaigns, repayment of debt, and other reasonable business needs in the next fiscal year. If we spend less than the total amount of funds available in the Brand Development Fund during any fiscal year, we will spend the unused funds during a future fiscal year. If we spend an amount greater than the amount available to the Brand Development Fund, and we have contributed the additional amounts to the Brand Development Fund, we will be entitled to be reimbursed by the Brand Development Fund for all those excess expenditures.

We have the right to incorporate the Brand Development Fund or manage the Brand Development Fund through a separate entity whenever we deem appropriate. We may assign some or all of our rights and duties related to the Brand Development Fund to the separate Brand Development Fund entity. We may change the separate Brand Development Fund entity or assign management of the Brand Development Fund back to us at any time in our discretion. Regardless of the entity, you consent to the automatic withdrawal of Brand Development Fund fees by electronic funds transfer on a weekly basis in the same manner as Royalty.

You must spend a minimum of 2% of your quarterly Gross Sales each calendar quarter for advertising in your local market. You must provide us with documentation, at the times and in the form and manner specified by us, to prove that you spent the required amount on local advertising or, in our discretion, we may require you to pay the minimum local advertising amounts to us for advertising in your local market. If we require you to pay the minimum local advertising amounts to us, we may use these amounts, in our discretion, for local advertising and promotion for you (including but not limited to Digital Advertising, flyers, promotions, mailers, etc.) or as part of joint advertising or cooperative advertising. Your minimum local advertising requirement is separate from and in addition to your obligations for grand opening advertising and for contributions to the Brand Development Fund. If we require you to pay the minimum local advertising amounts to us, we will submit to you, on request, an annual report of the receipts and disbursements of those amounts, which may be unaudited and prepared by us.

We may designate a local, regional or national advertising area that includes a group of Kitchens (an "Advertising Area"). If your Franchise Business is in a designated Advertising Area, you must participate in and pay your proportionate cost of any joint advertising programs specified by us for that Advertising Area. We do not currently require participation in joint advertising but may require joint advertising in the future.

In addition, we may require an advertising cooperative to be formed and operated in an Advertising Area. If your Franchise Business is within that designated Advertising Area, you must

join, maintain a membership in, and sign and abide by the cooperative agreement for the advertising cooperative in that Advertising Area. Each advertising cooperative must adopt a cooperative agreement governing the organization and operation of the advertising cooperative. If specified by us, the cooperative agreement must require contributions to the advertising cooperative to be paid to us or to the advertising cooperative by electronic funds transfer. We must approve the structure of the advertising cooperative as well as the cooperative agreement and any changes to that agreement. The cooperative agreement must be submitted to us for prior approval. If we have not approved the cooperative agreement in writing within 14 days after receipt, the cooperative agreement will be deemed not approved. If the members of the advertising cooperative do not adopt and sign an approved cooperative agreement within 30 days after we designate the Advertising Area for the advertising cooperative, the advertising cooperative must adopt, and you must sign our then current recommended cooperative agreement. The cooperative agreement cannot modify the terms of the Franchise Agreement but may require you to make contributions to the advertising cooperative in addition to any Brand Development Fund contributions you are required to make to us. You must make contributions to the advertising cooperative at the times and in the amounts as determined by the advertising cooperative. Each Kitchen in the advertising cooperative (including Kitchens operated by us or our affiliates) will have one vote on matters before the advertising cooperative. Decisions will be made as provided in the cooperative agreement, or if not otherwise specified, based on a majority of the votes entitled to be cast by the members of the advertising cooperative. Any franchisee holding an officer, management, executive or committee position with the advertising cooperative must be a franchisee-in-good-standing as defined in Section 8.16 of the Franchise Agreement. The administration, costs, and expenses of each advertising cooperative will be the responsibility of the advertising cooperative. The advertising cooperative will be responsible for the collection of contributions from its members and we will not be responsible to you if other franchisees in the advertising cooperative fail to pay contributions or to otherwise abide by the cooperative agreement or the decisions of the advertising cooperative. We will have the authority to form, change, dissolve or merge advertising cooperatives. As of the date of the Disclosure Document, no advertising cooperatives have been formed.

The amounts you spend for joint advertising and cooperative advertising specified by us will apply to your minimum local advertising obligation. Except for grand opening advertising under Section 9.1, you will not be required to spend more than 5% of your Gross Sales per month for local advertising, joint advertising, and cooperative advertising unless you agree otherwise. This limit does not apply to Brand Development Fund contributions paid to us.

We did not collect Brand Development Fund payments from franchisees during 2024. As a result, we do not have any data on the portions of the advertising fees used for media placement, production of advertising, administrative costs, or other costs during 2024 or the portion of Brand Development Fund payments that were used for advertising that is principally a solicitation for the sale of franchises.

Your use of the Internet, email, websites, social networks, wikis, podcasts, online forums, content sharing communities, blogging, other social media accounts or participations (including, without limitation, Facebook, X, LinkedIn, YouTube, Pinterest, and Instagram, Snapchat, TikTok, Threads, and all other social media platforms now existing or later created), mobile technology, and other digital media, digital coupons, keyword or adword purchasing programs, search engine optimization, search engine marketing, marketing using other forms of digital media, and toll-free telephone numbers ("Digital Marketing") in connection with the operation, advertising, and marketing of your Kitchen is subject to the trademark, advertising, marketing, and other requirements of this Agreement and the Brand Standards Manual. You must not use any Digital

Marketing in connection with the Kitchen, except with our written consent and then only in accordance with any policies and procedures specified by us. We have the sole right to control all Digital Marketing used to promote Kitchens (including the Franchise Business) and/or associated with the Franchise Marks. If we authorize you to use Digital Marketing, we may require you to only use Digital Marketing through central accounts established by us. You must provide us with login, password, administrative password, security codes, and other information necessary for us to access and use (including use for marketing to your customers) any Digital Marketing accounts we authorize you to use. We have the right to control all responses to postings by customers and/or the public on Digital Marketing platforms relating to the Kitchen.

All advertising by you in any medium, including signage, must be factual and dignified, must conform to our standards and specifications, and to the highest standards of ethical advertising practice, and must be approved by us in writing before it is used. You must submit to us for approval all marketing and promotion materials, including signage, prepared by you for the Kitchen and not prepared by or previously approved by us. These materials must be submitted at least 14 days before use. We have the right to disapprove the use of any advertising materials by you at any time. You must discontinue the use of advertising materials immediately on receipt of our written notice, even if we previously approved the use of advertising materials. You must not use any advertising materials not approved by us. You agree to refrain from any business or advertising that may be injurious to our business or the goodwill associated with the Franchise Marks and Franchise Systems and other Kitchens. You are not allowed to advertise any products or services for your business using the Franchise Marks except the Approved Products. If specified by us, all of your advertising must contain notices of: (a) our website domain name or other Digital Marketing specified by us; and/or (b) a statement regarding the availability of ClusterTruck® Kitchen franchises. To the extent possible, you must include the following language in all advertising: "Each ClusterTruck® Kitchen is independently owned and operated."

Point of Sale (POS) and Computer Systems

We require you to use certain technology in connection with the Kitchen, as we may amend or modify from time to time in our discretion, which may include websites, POS, kitchen display systems, and customer and Kitchen management systems (which may include computer hardware, software, back office systems, web-based systems, licenses to use proprietary software or systems, etc.), Wi Fi, intranet, extranet, web-based systems, other electronic media, and/or other technology specified by us (the "Franchise Technology"). Uses of the Franchise Technology may include advertising for all ClusterTruck® Kitchens, lists of ClusterTruck® Kitchens, on-line ordering, gift card and loyalty programs, inventory management, entering sales and other information, making schedules, projecting sales, reviewing reports, placing orders with suppliers, tracking deliveries, posting the Brand Standards Manual and communication between us, franchisees and customers. You must acquire and use the Franchise Technology specified by us in the Kitchen and in the manner specified by us. Your access to and use of the Franchise Technology is subject to your compliance with the terms and conditions of use and other policies and procedures specified by us. You agree to comply with those terms, conditions, policies and procedures. You must pay all required license fees, service fees, and support, maintenance, update, and upgrade costs to use and maintain the Franchise Technology in the manner specified by us. We may change or modify the Franchise Technology in the future, including changes in the specifications and components relating to the Franchise Technology. In that case, you must obtain and begin to use the changed or modified Franchise Technology within 30 days after you receive written notice from us. There are no contractual limitations on the frequency or cost of these obligations. The Franchise Technology and its content are provided "AS-IS." We disclaim all warranties with respect to the Franchise Technology.

The Franchise Technology that we currently specify for establishing a ClusterTruck® Kitchen includes a point-of-sale online order management system (the “Franchise Software”). The Franchise Software for a ClusterTruck® Kitchen generally includes our affiliate’s proprietary software for online order management, a laptop, a tablet, and touchscreen computer. The specified computer equipment and software will be used in your business to receive and manage customer orders from our website and certain mobile applications, including providing a breakdown of customer payments, inventory management, kitchen preparation, tracking delivery fulfillment, and must be used for receipts of transactions, be used for online ordering, be used to manage gift card and loyalty programs, be used for post-delivery customer services interactions, and be used to provide sales data to our home office. We estimate that the initial cost for the POS system hardware for a ClusterTruck® Kitchen will range from \$10,000 to \$20,000, depending on the number of touchscreens, location, and discounts. We currently sublicense the Franchise Software to our franchisees. Franchisees must enter into a Software License Agreement with us for the use of the Franchise Software (See Exhibit L). You must maintain, update, upgrade, or support your POS system hardware and the Franchise Software according to our standards and specifications and/or Brand Standards Manual. There are no contractual limitations to the frequency or cost of such updates or upgrades.

We will have the right to independently access the sales and other data generated or stored by the Franchise Technology, including your POS systems. There are no contractual limitations on our right to access the information and data. You must provide us access to the information contained in or produced by the Franchise Technology in the manner specified by us and must supply us with any security codes necessary to obtain that access. We may retrieve, analyze, download and use the software and all data contained in or produced by the Franchise Technology at any time as long as the access does not unreasonably interfere with the operation of your Kitchen.

You must maintain high-speed Internet access at all times in the manner specified by us for communication with us, use of the Franchise Technology, and to allow us to access information from the Franchise Technology. Our rights to use the Franchise Technology data includes the right to deliver the data to any third party we deem appropriate in our sole discretion; provided that the identity and other personal information of your employees, agents, and customers are not improperly disclosed.

When implemented by us, you must pay us a periodic technology fee (see Item 6). We may use the technology fees for expenses relating to planning, design, development, maintenance, and/or support of the Franchise Technology. Although you may pay technology fees to us, you will still be responsible for any license fees and the expense of maintenance and updates, including service contracts, relating to the Franchise Software and other technology used in your Kitchen.

You are responsible for securing the data of your customers. You must comply with industry standards and all applicable laws relating to the protection of customer information and other personal information. You must comply with the PCI Requirements in connection with your Kitchen. It is recommended that you also comply with the ISO/IEC 27000-series information security standards (or other comparable third party information security standards) (“Information Security Standards”) in connection with the Kitchen. It is your responsibility to research and understand the PCI Requirements and Information Security Standards, other industry standards, and applicable laws and to ensure that your business policies and practices comply with these requirements. You must periodically participate in audits of your information technology systems

and data security policies by third party auditors as specified by us. We have the right to engage a vendor to consult with and advise ClusterTruck® Kitchen franchisees on compliance with the PCI Requirements and Information Security Standards and to require you to pay a portion of the cost of the vendor's services as determined under our policies or to directly engage the vendor for these purposes. Also, we will have the right to acquire a cyber insurance policy for the ClusterTruck® franchise system and to require you to pay a portion of the cost of the cyber insurance policy as determined under our policies and procedures.

Brand Standards Manual

Our Brand Standards Manual provides detail concerning the methods of operation of the Kitchen. As of the date of this Franchise Disclosure Document, the Brand Standards Manual consists of a total of approximately 283 pages. The Table of Contents of the Brand Standards Manual shows the number of pages dedicated to each subject covered therein, and is attached as Exhibit E. You will be given an electronic copy or access on-line to an electronic copy of the Brand Standards Manual after signing the Franchise Agreement. You will be provided updates as they become available (Sections 5.3 and 8.2 of the Franchise Agreement).

Training

You must not begin to operate the Kitchen unless a Designated Owner, a General Manager, at least 1 Assistant General Manager(s), and at least 1 Shift Manager(s) (see Item 15) have attended and completed our initial training program. The training program must be completed to our satisfaction. You must complete the initial training program no less than 30 days prior to the opening of your Franchise Business.

The instructional materials used in our training program include training manuals and the Brand Standards Manual. The Vice President of Franchising, Jon Canter, will oversee our training program. Other staff will assist in the training program and generally will have no less than 5 years of experience in the food service industry and 1 year of experience as a general manager of a ClusterTruck® Kitchen, with expertise in the topic for which they have training responsibility.

The length of training program will be approximately one to three months depending on your experience in the food service industry. Our cost for the training program is included in your Initial Franchise Fee for 1 Designated Owner, 1 General Manager (if your Designated Owner is not the General Manager), up to 2 Assistant General Manager(s), and up to 2 Shift Managers. We will train additional persons if you request, but we may charge a reasonable fee for each additional person trained. The training program will be conducted at our designated ClusterTruck® training kitchen located in Indianapolis, Indiana. You are responsible for any traveling and living expenses of you or your employees during the training program. The persons attending training may be required to sign an agreement relating to confidentiality and/or noncompetition in a form approved by us before beginning the training program (see Exhibit F and Item 14).

Your Kitchen must always be under the supervision of a General Manager that has attended and satisfactorily completed our training program (see Item 15).

We will provide the initial training program to you one time. Our initial training program will be conducted as often as necessary to ensure that new franchisees complete training before opening their Kitchen.

The following table provides additional information about the training program and an approximate time estimate.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Station Training	50 hours	160 hours	Designated Kitchen, Indianapolis, Indiana
Management Training	6 hours	40 hours	Designated Kitchen, Indianapolis, Indiana
Field Training	0 hours	80 hours	Your Franchise Kitchen Location

In addition, and immediately prior to your Kitchen opening, we will provide 1 or more representatives for up to 1 week prior to the opening of your Kitchen (the specific number of days will be determined by us) to assist in the initial operation of your Franchise and continuing for up to 1 week after your Kitchen opening (the specific number of days will be determined by us) to assist you in training your staff and opening your Franchise Business. This obligation does not apply on renewal or transfer. We may, in our discretion, also provide you with weekly training and support calls after you begin operation of your Kitchen.

You and your management employees may be required to attend additional training, sales programs and meetings reasonably specified by us. We will give you reasonable notice of any additional specified training, sales programs or meetings. We may provide you additional training at your Franchise Kitchen upon request. We may impose a reasonable charge on you for any training provided beyond the initial training program, including any additional training requested by you. Any training fees will be uniform as to all persons attending training at that time. We may require you to complete additional training before offering new products or services from the Kitchen. These additional programs will generally be conducted in Indianapolis, Indiana, or by remote or video format if it is an effective option.

You are responsible for training all of your employees who work in any capacity in the Kitchen and are responsible for your employees' compliance with the operations standards that are part of the Franchise Systems. You must establish and maintain a continual program of training for your management and staff personnel in accordance with our specifications. You must ensure that each of your employees complete each part of the specified training program.

ITEM 12—TERRITORY

Franchise Location; Relocation

You must operate your Kitchen only from a specific location, which will be designated in Item 1 on Appendix A to the Franchise Agreement. If the exact location for your Kitchen has not been determined before signing of the Franchise Agreement, you must use your best efforts to

find a suitable location for your Kitchen within the area designated in Paragraph 2 on Appendix A to the Franchise Agreement. You must always operate your Franchise Business only at a location approved in writing by us.

You cannot relocate your franchise without our approval. If your lease or sublease for the Franchise Location expires or terminates without your fault or if the Franchise Location is condemned, destroyed or rendered unusable or you have other reasonable business reasons to relocate, you may request that we consent to the relocation of the Franchise Location. If the new location proposed by you is approved by us as a viable location and you have submitted a lease to us for review as provided in Section 6.2 of the Franchise Agreement, we will not unreasonably withhold consent to the relocation of the Franchise Location. The factors we consider for approving a new location are the same factors we consider for your initial location, which include, without limitation, the surrounding population density, income levels, vehicle traffic counts, pedestrian traffic counts, visibility, ingress and egress, space dimensions, parking availability, signage restrictions, use restrictions, proximity to surrounding healthcare facilities, schools, and office buildings, economic terms, and proximity to other ClusterTruck® Kitchens. We will not be required to consent to a new location if the location is outside of your Protected Area or if we believe the new location will encroach on the location of another Kitchen. If the Franchise Location becomes unusable for the Kitchen through no fault of yours and a substitute location is not available within a reasonable period of time, the Franchise Agreement will terminate on conclusion of operation of the Kitchen at the Franchise Location.

Rights in Protected Area

You will not receive an exclusive territory. You may face competition from other franchises, from outlets that our affiliates own, or from other channels of distribution or competitive brands that we control. As described below, we do grant you limited rights in your Protected Area.

As long as your Franchise Agreement is in effect and you are not in default, we will not open or authorize any other person to open a ClusterTruck® Kitchen at a location in the area provided in the map attached to the Franchise Agreement (the "Protected Area"), the geographic scope of which is determined according to the delivery drive times to and from your Franchise Location, which will inherently vary based on location. The precise geographic scope of franchisees' respective Protected Areas will vary according to the streets, drive times, and population densities surrounding the Franchise Location. If the Franchise Location is in a densely populated area and/or drive times to customer locations surrounding the Franchise Location are greater, the Protected Area may be less. In all cases, the Protected Area will be agreed to and be described in Item 2 of Appendix A to the Franchise Agreement. Your limited rights to the Protected Area relate to location only and do not grant you any exclusivity of marketing or customers.

As exceptions to your limited rights in your Protected Area, we and our affiliates may operate or authorize other persons to operate businesses under the Franchise Marks and Franchise Systems and/or to offer and sell products and services offered at Kitchens at the following types of locations in the Protected Area: offsite events (e.g. art fairs, fundraisers, etc.); institutional accounts (including grocery stores and warehouses); and mobile locations, such as food trucks.

Limitations; Reservation of Rights

The rights granted to you in the Franchise Agreement relate only to the sale of products for delivery from and pick-up at the Franchise Location, and you are not granted any exclusive

area or other territorial rights, except as described above. You will not have the right to provide catering or online ordering services except as authorized in writing by us and then only under the policies and procedures specified by us. You will not have the right to solicit or conduct business through the use of toll-free telephone numbers, catalogs, direct mail, internet or other advertising or solicitation methods not involving only sales for delivery from and pick-up at the Franchise Location unless you have our prior written approval.

You are not granted a minimum or maximum territory in which to operate your Franchise Business. You must not use any Digital Marketing in connection with the Kitchen, except with our written consent and then only in accordance with any policies and procedures specified by us. We have the sole right to control all Digital Marketing used to promote Kitchens (including your Kitchen) and/or associated with the Franchise Marks.

Other than the rights described above, we reserve all rights relating to the Franchise Marks and Franchise Systems, including the right to: (a) operate and authorize others to operate Kitchens at any location outside the Protected Area; (b) operate and authorize others to operate businesses that are the same or similar to a Kitchen under names or trademarks other than the Franchise Marks at any location inside or outside the Protected Area; (c) operate and authorize others to operate businesses that are different from the business of a Kitchen under the Franchise Marks or any other names or trademarks at any location inside or outside the Protected Area; (d) the right to use or authorize others to use the Franchise Marks and/or Franchise Systems, or any other trademarks or systems, in connection with the manufacture and sale of products at wholesale or retail, through the use of toll free telephone numbers, catalogs, direct mail, over the Internet or through any other distribution channels; (e) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at a Kitchen, and franchising, licensing, or creating similar arrangements with respect to those businesses once acquired, wherever those businesses (or the franchisees or licensees of those businesses) are located or operating (including in the Protected Area); and (f) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided by Kitchens, or by another business, even if the business operates, franchises and/or licenses competitive businesses in the Protected Area. Although we have the right to establish other franchise or company owned outlets with similar products or services using different trademarks, we have no present intention of doing so. We are not required to pay you any compensation for soliciting or accepting orders from inside your Protected Area.

Franchisee Options; Additional Franchises

You will not have any options, rights of first refusal or similar rights to acquire additional franchises within any specified territory or any contiguous territories. We may allow you to acquire additional franchises if you meet our qualifications in place at that time for acquiring a franchise and ownership of multiple locations. These qualifications may include standards of character, business experience, financial strength, credit standing, health, reputation, business ability, experience, availability of management personnel, etc.

ITEM 13—TRADEMARKS

Principal Trademarks

You receive the right to operate your Kitchen under the name ClusterTruck®, which is the primary Franchise Mark used to identify our Franchise System. You may also use any other current or future Franchise Marks to operate your Kitchen that we designate, including the logo on the front of this Disclosure Document and the service marks listed below. By “Franchise Marks,” we mean any trade name, trademark, service mark, or logo used to identify your business.

The following is a description of the Franchise Marks we will license to you. The following table discloses the Franchise Marks that are either registered or pending on the U.S. Patent and Trademark Office (“USPTO”) Principal Register and the Franchise Marks for which we have filed applications for registration on the Principal Register.

Mark	Registration Number	Application Number	Principal or Supplemental Register of the USPTO	Registration Date	Application Date
CLUSTERTRUCK (standard character mark)	5,115,134		Principal	January 3, 2017	
URBAN GRAZERS (standard character mark)	5,384,334		Principal	January 23, 2018	
LAZY BREAKFAST (standard character mark)	5,384,337		Principal	January 23, 2018	
TOT TOT TOTS (standard character mark)	5,390,106		Principal	January 30, 2018	
BACKSTREET WINGS (standard character mark)	5,394,714		Principal	February 6, 2018	
TAQUERIA RÁPIDO (standard character mark)	5,405,158		Principal	February 20, 2018	
PIZZERIA CAMION (standard character mark)	5,500,624		Principal	June 26, 2018	
STRIP DISTRICT (standard character mark)	5,522,302		Principal	July 24, 2018	

Mark	Registration Number	Application Number	Principal or Supplemental Register of the USPTO	Registration Date	Application Date
 (Design Plus Words, Letters, and/or Numbers)	5,917,525		Principal	November 26, 2019	

ClusterTruck Holdings, LLC (the “Licensor”) owns the Trademarks listed in this Item. Pursuant to a Trademark License Agreement dated July 12, 2023 (the “License Agreement”), Licensor has licensed us the right to use the Trademarks listed in this Item and to sublicense the use of the Trademarks listed in this Item in association with the ClusterTruck Franchise System. The term of the License Agreement is perpetual unless terminated in accordance with its terms, including if we no longer desire to use the Trademarks, we fail to perform our obligations under the License Agreement with respect to the quality control standards set by Licensor, or by mutual agreement of us and Licensor. If the License Agreement is terminated, your franchise agreement will not be affected, and you will continue to be able to operate your franchised Kitchen under the terms of your Franchise Agreement with the Licensor assuming the obligations and benefits of the franchisor. The License Agreement may only be modified in writing signed by us and Licensor.

You retain no rights in the Franchise Marks upon expiration or termination of your Franchise Agreement. You are not permitted to make any changes or substitutions of any kind in or to the use of the Franchise Marks unless we direct in writing. We may change the System presently identified by the Franchise Marks including the adoption of new Franchise Marks, new Approved Products, new equipment or new techniques and you must adopt the changes in the System, as if they were part of the Franchise Agreement at the time of its execution. You must comply, within a reasonable time, if we notify you to discontinue or modify your use of any Franchise Mark. We will have no liability or obligation as to your modification or discontinuance of any Franchise Mark.

Determinations, Agreements or Uses Affecting Trademarks

Except as may be described above, there are no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, the Trademark Administrator of any state, or any court, any pending interference, opposition or cancellation proceeding nor any pending material federal or state court litigation involving our principal Franchise Marks. Except for the License Agreement, there are no agreements currently in effect that limit our rights to use or license the principal Franchise Marks in any manner material to your franchise. We do not know of any superior prior rights or infringing uses of the principal Franchise Marks that could materially affect your use of our principal Franchise Marks. As of the effective date of this disclosure document, Licensor has renewed and filed all required affidavits for the Franchise Marks.

Franchisee's Obligations

You must use our Franchise Marks only in connection with the operation of your Kitchen pursuant to the Franchise Systems and only in the manner specified in the Franchise Agreement or by us. You must operate your Kitchen under our Franchise Marks and under no other name or mark. You must not use our Franchise Marks in connection with any products or services not specifically authorized by us in writing. You must not reproduce or cause to be reproduced our Franchise Marks in any manner, including production on forms or invoices, in connection with advertising, marketing or promotion, or on the Internet or in an Internet domain name, in connection with a website, or in connection with any Digital Marketing without our prior written approval. You must not use our Franchise Marks in your business, corporate, partnership, or limited liability company name. However, you must register to do business under the assumed business name of "ClusterTruck®" with an additional number or designation as determined by us to distinguish the assumed name from other Kitchens (for example: "ClusterTruck® of Indianapolis").

You must promptly notify us of any claim, suit, or demand against you on account of any alleged infringement, unfair competition, or similar matter relating to your use of the Franchise Marks. You must promptly notify us if you receive notice or are informed or learn that any third party, who you believe is using the Franchise Marks or any name or mark confusingly similar to the Franchise Marks without our authorization.

Defense of Trademarks

If we become aware of a claim against you on account of any alleged infringement, unfair competition, or similar matter relating to your use of the Franchise Marks, we may take action as we deem necessary and appropriate to protect and defend you against the claim by any third party. You must not settle or compromise any claim by a third party without our prior written consent. We will have the sole right to defend, compromise, or settle any claim, in our discretion, using attorneys of our choosing, and you agree to cooperate fully with us in connection with the defense of the claim. You may participate at your own expense in the defense or settlement, but our decisions with regard to the Franchise Marks will be final. We do not have an obligation under the Franchise Agreement to participate in your defense or to indemnify you for expenses or damages in a proceeding involving the Franchise Marks licensed to you.

Prosecution of Infringers

If we become aware that a third party is using the Franchise Marks or any name or mark confusingly similar to the Franchise Marks without our authorization, we will, in our sole discretion, determine whether or not we will take any action against the third party on account of the alleged infringement of the Franchise Marks. You will not have any right to make any demand against any alleged infringer or to prosecute any claim of any kind or nature whatsoever against the alleged infringer for or on account of the infringement. If we choose to prosecute any infringement of the Franchise Marks, you must sign all documents and do all acts necessary or incidental to that action as our counsel may reasonably request. We do not have an obligation under the Franchise Agreement to take affirmative action when notified of infringement. We will have exclusive rights in any damages awarded or recovered in any prosecution of an infringement claim related to the Franchise Marks and we will not have any obligation to share any awards or recoveries with you.

Modification of Trademarks

We may change the authorization to use the Franchise Marks contained in the Franchise Agreement, including adding, discontinuing or modifying Franchise Marks, or substituting different Franchise Marks, by issuing, in a written notice, a description of the changes and the products or services to which they relate. You must use and abide by these changes or substitutions at your expense. We may make the changes because of the rejection of any pending registrations or the revocation of any existing registrations of the Franchise Marks, or due to the rights of senior users, or for other business reasons, except we will make the changes in the Franchise Marks on a uniform basis for all similarly situated Kitchens in a particular market.

ITEM 14—PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not own any patents that are material to your franchise. We do not have any pending patent applications that are material to your franchise. We claim copyright protection for our Brand Standards Manual and similar materials, although these materials are not registered with the U.S. Registrar of Copyrights.

Proprietary Information and other Intellectual Property

The Brand Standards Manual and other aspects of the Franchise Systems are considered proprietary and confidential. This information may include Brand Standards Manuals, training methods, operations methods, knowledge and experience relating to ClusterTruck® Kitchens, advertising, marketing techniques and advertising programs, information regarding the identities and business transactions of customers and suppliers, computer software and similar technology, digital passwords and identifications, source code, data reports, knowledge of operating results and financial performance of ClusterTruck® Kitchens, and related Intellectual Property.

Determinations, Agreements or Uses Affecting Copyrights or Proprietary Information

There are no currently effective material determinations of the copyright office or any court regarding any of our copyrighted or proprietary information. There are no agreements currently in effect that limit our rights to use or license the copyrighted materials or any of our proprietary information. We do not know of any superior prior right or infringing uses of our copyrighted materials or our proprietary information that could materially affect your use of those materials or information.

Franchisee's Obligations

You must use our Intellectual Property only in accordance with our rules. You must use our Intellectual Property only in connection with the operation of the Franchise Business pursuant to the Franchise Systems and only in the manner specified in the Franchise Agreement or by us. You must not use our Intellectual Property in connection with any products or services not specifically authorized by us in writing. You must take reasonable steps to prevent disclosure of this information to others. We require that all of your individual owners (if you are a business entity) sign an agreement relating to confidentiality and/or non-competition related to ClusterTruck's system. We may require that you have your employees sign an agreement relating to confidentiality and/or non-competition before disclosing confidential information to them. This agreement must be in a form approved by us and we have the right to be a third-party beneficiary

of that agreement with independent enforcement rights. Attached as Exhibit F is a form of Confidentiality and Noncompetition Agreement approved by us for use by our franchisees. We provide this form as an example of the form of agreement acceptable to us; however, we do not represent or suggest that this is the appropriate form for use by you or that the form complies with the applicable laws in your jurisdiction. You should have any employee confidentiality and/or noncompetition agreement forms you intend to use reviewed by your attorney to ensure the form provides you with the protections that you desire and that the form complies with the applicable laws in your jurisdiction.

Under the Franchise Agreement, you agree not to contest, directly or indirectly, our right or interest in our copyrights, trade secrets, methods, and procedures which are part of our business or contest our sole right to register, use or license others to use such copyrights, trade secrets, methods, and procedures.

You must promptly notify us of any claim, suit, or demand against you on account of any alleged infringement, unfair competition, or similar matter relating to your use of our Intellectual Property. You must promptly notify us if you receive notice or are informed or learn that any third party, who you believe is using our Intellectual Property without our authorization.

Defense of Copyrights and Proprietary Information

If we become aware of a claim against you on account of any alleged infringement, unfair competition, or similar matter relating to your use of the Intellectual Property, we may take action as we deem necessary and appropriate to protect and defend you against the claim by any third party. You must not settle or compromise any claim by a third party without our prior written consent. We will have the sole right to defend, compromise, or settle any claim, in our discretion, using attorneys of our choosing, and you agree to cooperate fully with us in connection with the defense of the claim. You may participate at your own expense in the defense or settlement, but our decisions with regard to the Intellectual Property will be final. We do not have an obligation under the Franchise Agreement to participate in your defense or to indemnify you for expenses or damages in a proceeding involving the Intellectual Property licensed to you.

Prosecution of Infringers

If we become aware that a third party is using the Intellectual Property without our authorization, we will, in our sole discretion, determine whether or not we will take any action against the third party on account of the alleged infringement of the Intellectual Property. You will not have any right to make any demand against any alleged infringer or to prosecute any claim of any kind or nature whatsoever against the alleged infringer for or on account of the infringement. If we choose to prosecute any infringement of the Intellectual Property, you must sign all documents and do all acts necessary or incidental to that action as our counsel may reasonably request. We do not have an obligation under the Franchise Agreement to take affirmative action when notified of infringement. We will have exclusive rights in any damages awarded or recovered in any prosecution of an infringement claim related to the Intellectual Property and we will not have any obligation to share any awards or recoveries with you.

Modification of Copyrights and Confidential Information

We may change the authorization to use the Intellectual Property contained in the Franchise Agreement, including adding, discontinuing or modifying Intellectual Property, or substituting different Intellectual Property, by issuing, in a written notice, a description of the

changes and the products or services to which they relate. You must use and abide by these changes or substitutions at your expense. We may make the changes because of the rejection of any pending registrations or the revocation of any existing registrations, or due to the rights of senior users, or for other business reasons, except we will make the changes on a uniform basis for all similarly situated Kitchens in a particular market. All ideas, concepts, techniques, or materials concerning the Franchise System, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the system and works made-for-hire for us. To the extent that any item does not qualify as a "work made-for-hire" for us, you assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing an assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

ITEM 15—OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE KITCHEN

The individual or at least 1 of the individuals designated in Item 3 on Appendix A to the Franchise Agreement (a "Designated Owner"), must: (a) preserve and exercise ultimate authority and responsibility with respect to the management and operation of the Franchise Business; and (b) represent and act on behalf of the franchisee in all dealings with us. Each Designated Owner must have an ownership interest in the franchise. If all of the Designated Owners resign, die or become incapacitated, it will be considered a transfer under the Franchise Agreement.

The Franchise Business must, at all times, be under the direct supervision of a general manager as described in this Section (the "General Manager"). The General Manager must: (i) devote his or her full time and effort to the day-to-day active management and operation of the Kitchen; (ii) be personally responsible for the Kitchen at all times; and (iii) personally exercise his or her best efforts to market the Kitchen and maximize customer satisfaction. The General Manager must meet the following requirements before beginning to serve as General Manager for the Kitchen: (1) successful completion of our initial training program and any retraining or refresher training programs specified by us; and (2) signing an agreement relating to confidentiality and non-competition in a form approved by us.

If a Designated Owner is not the General Manager, the General Manager must be under the direct supervision of a Designated Owner. It is your responsibility to ensure that the Kitchen is always under the supervision of a trained General Manager. Your failure to have the Kitchen under the supervision of a trained General Manager is a material default under this Agreement.

ITEM 16—RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell all products and provide all services that we specify be provided by the Kitchen. You must not sell any products, provide any services, or engage in any business at the Kitchen or Franchise Location other than those specified by us without our written authorization. The products and services that we may specify or approve from time to time for Kitchens are referred to as the "Approved Products." The Approved Products are divided into two categories—"Required Products" and "Optional Products." You must offer the Required Products. You may, but are not required to, offer the Optional Products. You must receive our written approval before offering or providing any Optional Products.

We may add, delete, or change Approved Products that you can and must offer. You must abide by any additions, deletions and modifications and there are no limits on our rights to make these changes. We may change an Optional Product to a Required Product and *vice versa*. If we add any Approved Products, you must obtain any necessary qualifications, training, and equipment and supplies necessary for providing the products or services. If an Approved Product is deleted, you must cease offering that product or service immediately on written notice from us. You acknowledge that the Approved Products we may authorize or require you to sell may differ from those that we authorize or require other Kitchens to sell based on regional differences in products and services we authorize, sales of products or services on a limited-time-only basis that are not available to all Kitchens, the test marketing of products or services, or other business reasons in our discretion. We will not have any liability or responsibility to you if you are not able or are not authorized to sell all the same products or services as other Kitchens.

You will have no right to solicit or conduct business through the use of toll-free telephone numbers, catalogs, direct mail, internet, social media or other advertising or solicitation methods not involving only sales over-the-counter at, or on the premises of, the Franchise Location. You may only sell the System's products and services at retail and you may not engage in the wholesale and/or distribution of any product, service, equipment or other component, or any related product or service, of the System.

ITEM 17—RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Agreement	Summary
a. Length of the franchise term	Section 3.1 of Franchise Agreement; Section D of Transfer Addendum	10 years
b. Renewal or extension of the term	Section 3.2 of Franchise Agreement; Renewal Addendum; Section D of Transfer Addendum	10 years
c. Requirements for you to renew or extend	Section 3.2 of Franchise Agreement; Section C of Renewal Addendum	You and your affiliates: are not in default of any agreements with us; have not received two or more notices of default of the Franchise Agreement or any of our specifications, standards, or operating procedures within the last 12 months; provide notice in compliance with the Franchise Agreement; provide proof that you are able to maintain possession of Franchise Location or

Provision	Section in Agreement	Summary
		that you have been able to secure and develop a suitable alternative premises within your Protected Area in compliance with the Franchise Agreement, and such premises is accepted by us; must take any action specified by us to comply with current appearance, equipment, and signage requirements, including refurbishment of the Franchise Location which refurbishment obligations may not be uniformly applied; have satisfied all material reporting requirements and monetary obligations to us and our affiliates, suppliers and creditors; have satisfied any additional training requirements for new or existing franchisees; sign a general release in form specified by us; sign the then current Franchise Agreement and other documents then in use by us to grant new franchises; pay renewal fee; comply with current standards, specifications, and operating procedures; and we approve the renewal. As a condition of renewal, you may be asked to sign a Franchise Agreement with materially different terms and conditions than your original Franchise Agreement.
d. Termination by you	Section 15.1 of Franchise Agreement	If we materially breach the Agreement and do not cure after notice.
e. Termination by us without cause	None	
f. Termination by us with cause	Sections 15.2, 15.3, 15.4, 15.5, 15.6, 15.7 and 15.8 of Franchise Agreement; Section J of Renewal Addendum; Section J of Transfer Addendum	If you materially breach the Agreement or commit any one of several listed violations.

Provision	Section in Agreement	Summary
g. "Cause" defined—curable defaults	Sections 15.4 and 15.5 of Franchise Agreement; Section J of Renewal Addendum; Section J of Transfer Addendum	Notice and cure period is 10 days for monetary defaults and 30 days for other defaults. Curable defaults include: failure to enter into a lease for the Franchise Location; we determine that you are unable to complete or you have not completed our pre-opening training programs to our satisfaction, or you fail to demonstrate the qualities and abilities that we determine are necessary for the successful operation of the Franchise Business; you are unable to obtain necessary permits or licenses; you or we receive a substantial number of complaints from customers; you operate the business in a way that presents a health or safety hazards to customers; you or an Owner fails or is unable to pay debts or you or an Owner file a voluntary petition in bankruptcy or are adjudicated bankrupt or insolvent or make an assignment for the benefit of creditors; filing a petition or other pleading (or having one filed against you and you permit the continuance for more than 30 days) seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or other similar relief; seek, consent to, or acquiesce in the appointment of any trustee, receiver, or liquidator of your business, or all or a substantial part of your assets, or fail to vacate the appointment of any trustee, receiver, or liquidator for any purpose within 30 days of appointment; you or an Owner fail, within 30 days of the entry of a final judgment against you in any amount exceeding \$5,000, to discharge, vacate, or reverse the judgment or to stay execution on the judgment pending appeal or to discharge any judgment that is not vacated or reversed within 30 days after the expiration of the stay of execution; you allow a levy of execution to be made on the Franchise Business; you fail to promptly pay your obligations to us, our affiliates, or third-party suppliers

Provision	Section in Agreement	Summary
		as they become due or default under lease or finance agreement for real or personal property involved in Franchise Business; you fail to operate in accordance with standards, fail to meet current quality control standards, or fail to permit quality control checks and inspections; you fail to purchase from Designated or Approved Suppliers; disputes among owners that materially affect the business; other material breaches by you of the Franchise Agreement or any other agreement entered into with us or our affiliates, including breach of covenants of confidentiality, restrictions on competition, or personal guaranties; and cancellation of a guaranty; You, your affiliate, or an Owner defaults under any other agreement with us or our affiliate, or under any agreement with your landlord or any vendor to your Franchise Business, in which you, your affiliate, or an Owner has an opportunity to cure, in which case the cure period under this Agreement shall coincide with the cure period of the other agreement.
h. "Cause" defined—non-curable defaults	Sections 15.3 of Franchise Agreement	Termination is effective on receipt of notice. Non-curable defaults include: you or an Owner make any material misrepresentations or omissions or submit to us any report or statement that you know or should have known is false or misleading; fraud; you fail to have employees and agents sign confidentiality or noncompetition agreements; conviction of you or an Owner of a crime as specified in the Franchise Agreement; you received 2 or more prior notices of default and/or to terminate for the same or a similar default during any consecutive 12 month period; you received 3 or more prior notices of default and/or to terminate, whether or not for the same or similar default, during any consecutive 12 month period; you fail to attend 2 or more mandatory meetings

Provision	Section in Agreement	Summary
		within any consecutive 12 month period; you abandon the franchise; you or an Owner engage in substance abuse that interferes with the business; you engage in conduct that reflects materially and adversely on the Franchise Marks or Franchise Systems; your lease is terminated or mortgage foreclosed by reason of your failure to pay rent or mortgage payments or for any other cause for which you are responsible; you lose the right to occupy Franchise Location and fail to begin to immediately look for a substitute site and locate a substitute site accepted by us and begin to operate the Franchise Business at that substitute site within 90 days; you are assessed liquidated damages under the Franchise Agreement 3 or more times in a calendar year; you or any member of your team fails to complete the training program to our satisfaction, in our sole and unfettered judgement; you, your affiliate, or an Owner defaults under any other agreement with us or our affiliate, or under any agreement with your landlord or any vendor to your Franchise Business, for which there is no opportunity to cure, or for which you, your affiliate, or an Owner has failed to cure.
i. Your obligations on termination/ non-renewal	Article 16 of Franchise Agreement	Immediately and permanently de-identify and discontinue the use of the Intellectual Property, the Confidential Information, the Franchise Systems, and any trademarks, names, and logos confusingly similar to the Marks and Trade Dress, and any other materials that may, in any way, indicate that you are or were a ClusterTruck® franchisee, or in any way associated with us; immediately notify all members of your Kitchen that your Kitchen will cease to operate under the Franchise Marks (using a notice approved by us in writing) and offer to such members the option to terminate their memberships

Provision	Section in Agreement	Summary
		and receive a pro rata refund of all membership fees and other charges which were prepaid by such members related to any period after the effective date of termination or expiration of this Agreement; immediately discontinue all advertising placed or ordered, and remove and deliver to us all sign faces, advertising and promotional material, letterhead, forms, and any other items containing the Intellectual Property or the Confidential Information; cease using the Brand Standards Manual, the Confidential Information, and all other proprietary business information provided by us and must return to us all copies of the Brand Standards Manual, the Confidential Information, and other bulletins or other materials received from us containing information about the Intellectual Property and Kitchen; immediately and permanently cease to use and transfer Telephone Numbers and all Electronic Media; cease using any business name containing any of the marks and file an abandonment or discontinuance of the name with the appropriate local, county or state agency; immediately pay all sums and debts owing to us and our affiliates, notwithstanding the fact that those sums and debts may not at that time be fully due and payable; sell to us all or part of your inventory or products on hand as of the date of termination or expiration that are uniquely identified with us, if any, as we may request in writing within 30 days after the date of termination or expiration; and pay to us all costs and expenses incurred by us in connection with the successful enforcement of your post-termination obligations.
j. Assignment of contract by us	Section 14.6 of Franchise Agreement	No restriction on our right to assign.
k. "Transfer" by you—defined	Section 14.1 of Franchise Agreement	Includes directly or indirectly or contingently, whether voluntarily or by operation of law, selling, assigning,

Provision	Section in Agreement	Summary
		transferring, conveying, giving away, pledging, mortgaging or otherwise encumbering any interest in: (a) the Franchise Agreement; (b) the Franchise Business or any of the assets of the Franchise Business; (c) the Franchise Location; (d) any equity or voting interest in you (if you are an entity); or any other act defined as a transfer in the Franchise Agreement. You do not have the right to sublicense any of the rights granted by the Franchise Agreement.
l. Our approval of a transfer by you	Sections 14.2 and 14.3 of Franchise Agreement	You must have our written consent to transfer your franchise. We will not unreasonably withhold consent to a permitted transfer.
m. Conditions for our approval of the transfer	Section 14.3 of Franchise Agreement	The proposed transferee follows the same application procedures as a new franchisee and meets the conditions we have set for any new franchisee; we find the terms of the proposed transfer to not place unreasonable burdens on the proposed transferee; you must be in compliance with all obligations to us and must pay us and all suppliers all monies owing; you and the Seller must sign a termination agreement and a release of us and our affiliates, owners, officers, directors, employees, and agents; the proposed transferee completes training; the proposed transferee signs, at our option, a new Franchise Agreement on the standard form in use by us at the time of the transfer or an assumption of the existing Franchise Agreement, and in either case the owners of the transferee agree to be personally bound; transfer fee paid by the proposed transferee; you or the proposed transferee must take any action specified by us to comply with current appearance, Franchise Trade Dress, equipment, and signage requirements; proposed transferee and affiliates are not in competition with a ClusterTruck® Kitchen; subordination agreement signed by the Seller (if

Provision	Section in Agreement	Summary
		installment payments required); landlord permits assignment of lease; and you and the proposed transferee comply with other standard procedures specified by us.
n. Our right of first refusal to acquire your business	Section 14.2 of Franchise Agreement	We can match any offer for the purchase of your business.
o. Our option to purchase your business	Section 16.3 of Franchise Agreement	We have the option to purchase the assets of your business for fair market value on termination or expiration of your franchise.
p. Your death or disability	Section 14.4 of Franchise Agreement	Your estate may operate the franchise if we approve a manager and the franchise is not closed for more than 7 days; we may, under the Franchise Agreement, have the option to operate the franchise for your estate.
q. Non-competition covenants during the term of the franchise	Section 13.1 of Franchise Agreement	No involvement in competing business anywhere.
r. Non-competition covenants after the franchise is terminated or expires	Section 13.2 of Franchise Agreement	No competing business for 2 years within (i) the Franchise Location; (ii) the area within 25 miles of the Franchise Location; and (iii) the areas within 25 miles of any other ClusterTruck® Kitchen existing or in development at the time you begin to operate the Competing Business.
s. Modification of Franchise Agreement	Section 20.11 of Franchise Agreement	No modifications unless in writing, but specifications subject to change by us.
t. Integration/merger clause	Section 20.11 of Franchise Agreement	Only the terms of the Franchise Agreement are binding (subject to state law); however, no claim made in a Franchise Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 18.1 of the Franchise Agreement	Except for claims relating to the Trademarks, confidential information, trade secrets, covenants not to compete, termination of the Franchise Agreement, any action initiated by us seeking equitable relief, and your financial deficiencies, and subject to state law, all disputes must be arbitrated in the county of our principal place of business at the time that the action is filed.

Provision	Section in Agreement	Summary
v. Choice of forum	Section 18.4 of Franchise Agreement	Litigation must be in the state in which our principal place of business is located at the time that the litigation is commenced (subject to state law).
w. Choice of law	Section 18.3 of Franchise Agreement	Indiana law applies (subject to state law).

THE AREA DEVELOPER RELATIONSHIP

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

Provision	Section in Area Development Agreement	Summary
a. Length of the franchise term	Section 4.1 of the Area Development Agreement and Appendix A of the Area Development Agreement	The term will commence on the date the Area Development Agreement is executed and will continue in effect for the term specified in Appendix A of the Area Development Agreement, in accordance with the Development Schedule.
b. Renewal or extension of the term	Section 4.1 of the Area Development Agreement	Area Developer will have no right to renew or extend the Area Development Agreement
c. Requirements for Area Developer to renew or extend	Not Applicable	Not Applicable
d. Termination by Area Developer	Section 11.1 of the Area Development Agreement	Franchisor will be considered in default of the Area Development Agreement if Franchisor breaches any material obligations in the Area Development Agreement and fails to cure that default within 60 days of written notice from Area Developer. Area Developer may elect to terminate the Area Development Agreement, but only if: (a) Area Developer is in full compliance with all terms of the Area Development Agreement; (b) Area Developer provides written notice to Franchisor specifying a default of the Area Development Agreement by Franchisor and the proposed date of termination; and (c) Franchisor has committed the default and has not cured the default

Provision	Section in Area Development Agreement	Summary
		within 60 days of written notice from Area Developer of the default.
e. Termination by us without cause	Not applicable	Not applicable
f. Termination by us with cause	Section 11.5 of the Area Development Agreement	Franchisor has the right to terminate the Area Development Agreement before its expiration only for good cause and only in accordance with the applicable sections of the Area Development Agreement. Good cause for termination of the Area Development Agreement by Franchisor includes any default by Area Developer as defined in Article 11 of the Area Development Agreement or elsewhere in the Area Development Agreement
g. "Cause" defined—curable defaults	Sections 11.4 and 11.5 of the Area Development Agreement	Any adjudication of bankruptcy of Area Developer, the insolvency of Area Developer, appointment of a receiver or trustee to take charge of Area Developer's business by a court of competent jurisdiction or the general assignment by Area Developer for the benefit of creditors; a final judgment or the unappealed decision of a regulatory officer or agency that results in a temporary or permanent suspension of any permit or license that is a prerequisite to operation of Area Developer's business; and any material breach of the Area Development Agreement by Area Developer or a material breach by Area Developer or an affiliate of Area Developer of any of the terms of any other agreements entered into with Franchisor. The effective date of termination must be: (i) at least ten (10) days from the date of notice for any monetary defaults; and (ii) at least thirty (30) days from the date of notice in all other instances; Area Developer or its affiliates or any owner, shareholder, member, manager, or partner of Area Developer defaults under any other agreement with Franchisor or its affiliate, or under any agreement with Area Developer's

Provision	Section in Area Development Agreement	Summary
		landlord or any vendor of Area Developer, in which Area Developer or its affiliates or any owner, shareholder, member, manager, or partner of Area Developer has an opportunity to cure, in which case the cure period under this Agreement shall coincide with the cure period of the other agreement.
h. "Cause" defined—non-curable defaults	Section 11.3 of the Area Development Agreement	Any material misrepresentations or omissions or dishonesty by Area Developer; Area Developer commits fraud against Franchisor or our affiliates or against any of your customers, suppliers, agents, or employees; During the term of the Area Development Agreement, Area Developer violates the provisions of Article 9 of the Area Development Agreement; any assignment or transfer of the Area Development Agreement or of any ownership interest in Area Developer without complying with Article 10 of the Area Development Agreement; conviction of, or plea of guilty or no contest by Area Developer or any owner, shareholder, member or partner of Area Developer, as specified in Area Development Agreement; intoxication, illegal drug use or other substance abuse by Area Developer or any owner, shareholder, member or partner of Area Developer that interferes with the operation of Area Developer's business; any conduct by the Area Developer or any owner, shareholder, member or partner of Area Developer that reflects materially and adversely on the operation or reputation of the marks and system; Area Developer has received 2 or more prior notices of default and/or to terminate for the same or similar default during any consecutive 12 month period; Area Developer has received 3 or more prior notices of default and/or to terminate, whether or not for the same or similar default, during any consecutive 12 month period; and a

Provision	Section in Area Development Agreement	Summary
		breach by Area Developer of any of the representations contained in Article 14 of the Area Development Agreement; Area Developer or its affiliates or any owner, shareholder, member, manager, or partner of Area Developer defaults under any other agreement with Franchisor or its affiliate, or under any agreement with Area Developer's landlord or any vendor of Area Developer, for which there is no opportunity to cure, or for which Area Developer or its affiliates or any owner, shareholder, member, manager, or partner of Area Developer has failed to cure.
i. Area Developer's obligations on termination/non-renewal	Article 12.1 of the Area Development Agreement	Franchisor will be free to open, own or operate or to franchise others to open, own or operate Franchise Businesses in the Development Territory, except as may be provided in any Franchise Agreement then in effect between Franchisor and Area Developer or an affiliate of Area Developer; All remaining rights granted to Area Developer to develop Franchise Businesses under this Agreement will automatically be revoked and will be null and void; Area Developer will not be entitled to any refund of any fees; Area Developer will have no right to develop or operate any business for which a Franchise Agreement has not been executed by Franchisor; Franchisor will be entitled to develop and operate, or to franchise others to develop and operate, Franchise Businesses in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been executed between Franchisor and Area Developer and that has not been terminated; Area Developer must immediately cease to operate its business under this Agreement and must not thereafter, directly or indirectly,

Provision	Section in Area Development Agreement	Summary
		represent to the public or hold itself out as a present or former developer of Franchisor; expiration or termination of this Agreement under any circumstance will not abrogate, impair, release or extinguish any debt, obligation or liability of the parties to the Area Development Agreement that may have accrued under the Area Development Agreement on or before the date of expiration or termination, including, but not limited to, any debt, obligation or liability that was the cause of termination or arose out of such cause; expiration or termination of the Area Development Agreement will not, by itself, cause the termination of any Franchise Agreements between Franchisor and Area Developer or any of its affiliates; Area Developer must immediately and permanently discontinue using any of the Intellectual Property and other property of Franchisor and must immediately return to Franchisor, at Area Developer's expense, all materials belonging to Franchisor; Area Developer must assign to Franchisor or its designee all of Area Developer's right, title, interest in and to its telephone number(s) and must notify the telephone company and all listing agencies of the termination or expiration of its right to use any telephone number; and Area Developer must within 30 days of the termination or expiration of the Area Development Agreement, pay all sums owing to Franchisor and its affiliates, including without limitation, a fee for each Franchise Business Area Developer fails to develop
j. Assignment of contract by us	Section 10.7 of the Area Development Agreement	The Area Development Agreement is fully assignable by Franchisor, without notice to or approval of Area Developer, or area developer or franchisee, at any time. However, Franchisor will remain liable for the performance of its

Provision	Section in Area Development Agreement	Summary
		obligations under the Area Development Agreement or will make adequate provision for the performance of those obligations by the assignee, to the extent required by applicable law.
k. "Transfer" by Area Developer—defined	Section 10.2 of the Area Development Agreement	Neither Area Developer nor any person owning any direct or indirect ownership or equity interest in Area Developer, may, without Franchisor's prior written consent, directly or indirectly or contingently, whether voluntarily or by operation of law, sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in: (a) the Area Development Agreement; or (b) any equity or voting interest in Area Developer. Any such act or event described above or any other act defined as a transfer elsewhere in the Area Development Agreement will be referred to as a "Transfer."
l. Our approval of a transfer by Area Developer	Sections 10.2 and 10.4 of the Area Development Agreement	Area Developer must have our written consent to transfer. We will not unreasonably withhold consent to a permitted transfer.
m. Conditions for our approval of the transfer	Section 10.4 of the Area Development Agreement	Before Franchisor consents to a proposed transfer, the following conditions must be fulfilled: (a) The proposed transferee must follow the same application procedures as a new Area Developer and must meet the same standards of character, business experience, financial strength, credit standing, health, reputation, business ability, experience, etc. as Franchisor has set for any new area developer; (b) The proposed transferee must sign, with Area Developer, an assignment and assumption satisfactory to Franchisor, whereby the proposed transferee will assume all of Area Developer's obligations under the Area Development Agreement, and the owners of the proposed transferee must agree to be personally bound, jointly and severally, by all of the provisions of

Provision	Section in Area Development Agreement	Summary
		the Area Development Agreement; (c) the proposed transferee has completed Franchisor's training program to Franchisor's satisfaction, exercised in good faith; (d) as of the date of the transfer, Area Developer has fully complied with all of its obligations to Franchisor, whether under the Area Development Agreement or any other agreement with Franchisor; (e) the terms of the proposed Transfer must not place unreasonable burdens on the proposed transferee; (f) Area Developer must sign at the time of sale an agreement, in the form specified by Franchisor, releasing Franchisor and its affiliates, owners, officers, directors, employees and agents from any and all claims and causes of action; (g) Area Developer must pay Franchisor a transfer fee equal to \$10,000; (h) the proposed transferee and its owners, shareholders, officers, directors, partners, members, investors, employees and agents and their Family Members and affiliates must not be an owner, shareholder, officer, director, partner, member, investor, employee, agent or consultant of or to a Competing Business, and on Franchisor's request, the transferee may be required to sign an acknowledgement of compliance with this prohibition; (i) if the transfer involves installment payments by the transferee to the Area Developer, the Area Developer must sign a subordination agreement under which the Area Developer subordinates its right to receive any installment from the transferee to Franchisor's right to receive any and all amounts due it from transferee under the Area Development Agreement or any other agreement between Franchisor and transferee through the due date of the installment, and the subordination agreement must be in a format and contain such

Provision	Section in Area Development Agreement	Summary
		additional terms and conditions as may be specified by Franchisor; and (j) Area Developer and the proposed transferee must comply with any other standard procedures specified by Franchisor.
n. Our right of first refusal to acquire business of Area Developer	Section 10.3 of the Area Development Agreement	Franchisor will have, for a period of 30 days, the right and option, exercisable by written notice to the Area Developer, to purchase the Area Developer's interest on the terms specified in the <i>bona fide</i> offer from a third-party to engage in a transfer with Area Developer
o. Our option to purchase business of Area Developer	Not Applicable	Not Applicable
p. Death or disability of Area Developer	Section 10.5 of Area Development Agreement	Your estate may operate the franchise if we approve a manager. If the estate fails to designate an acceptable manager or the manager fails to attend and satisfactorily complete the training program and to assume the full-time operation of the business of Area Developer within 90 days of the death or incapacity, then the estate must sell the estate's interest in the Area Development Agreement (in accordance with the terms of the Area Development Agreement) within 180 days of the date of death or incapacity
q. Non-competition covenants during the term of the franchise	Section 9.1 of the Area Development Agreement	No involvement in competing business anywhere.
r. Non-competition covenants after the franchise is terminated or expires	Sections 9.2, 9.3 and 9.4 of the Area Development Agreement	No competing business for 2 years within (i) the Development Territory; (ii) the area within 25 miles of the Development Territory; and (iii) the areas within 25 miles of any ClusterTruck® Kitchen existing at the time Area Developer begins to operate the competing business
s. Modification of Area Development Agreement	Section 16.8 of the Area Development Agreement	The Area Development Agreement may not be amended or modified except in a writing executed by both parties, except that Franchisor may unilaterally modify the Franchise System, manuals and its

Provision	Section in Area Development Agreement	Summary
		specifications as provided in the Area Development Agreement
t. Integration/merger clause	Section 16.8 of the Area Development Agreement	The Area Development Agreement supersedes and replaces any and all previous or contemporaneous written and oral agreements, understandings, promises, representations, inducements, or dealings between the parties. However, nothing the Area Development Agreement is intended to disclaim or waive Area Developer's reliance on any statements made in the FDD delivered to Area Developer or in the exhibits and amendments to the FDD
u. Dispute resolution by arbitration or mediation	Section 13.1 of the Area Development Agreement	Except for claims described in Section 13.2 of the Area Development Agreement, and subject to state law, all disputes must be arbitrated in the county of Franchisor's principal place of business at the time that the action is commenced
v. Choice of forum	Section 13.4 of the Area Development Agreement	Litigation must be in the state in which our principal office is located at the time that the litigation is commenced (subject to state law)
w. Choice of law	Section 13.3 of the Area Development Agreement	Indiana law applies (subject to state law)

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT J TO THIS FRANCHISE DISCLOSURE DOCUMENT.

TERMINATION OF THE FRANCHISE AGREEMENT ON BANKRUPTCY OR INSOLVENCY MAY NOT BE ENFORCEABLE UNDER FEDERAL BANKRUPTCY LAW (11 U.S.C. § 101 ET SEQ.).

ITEM 18—PUBLIC FIGURES

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

ITEM 19—FINANCIAL PERFORMANCE REPRESENTATIONS

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

The information provided in the table below is a historical financial performance representation about our existing outlets and is not a forecast of the prospective franchisee’s future financial performance. As of December 29, 2024, there are 5 ClusterTruck® Kitchens in operation that are operated by our affiliates, all of which were operated for the entire 2024 fiscal year. The information in the table below is for the 5 ClusterTruck® Kitchens that were in full operation for the 2024 fiscal year. The information is for the fiscal year 2024 (ending December 29, 2024). Only certain categories of expenses are shown in the table. You will have additional expenses that are not listed in the table, including rent. Since, as of the date of this Disclosure Document, there are no ClusterTruck® Kitchens operated by franchisees, we are not able to provide any financial information based on performance by our franchisees.

Financial Information for Affiliate-Owned ClusterTruck® Kitchens January 1, 2024 to December 29, 2024

	Unit 1		Unit 2		Unit 3		Unit 4		Unit 5	
Sales	\$5,800,539		\$1,638,057		\$1,138,225		\$1,145,769		\$632,677	
Food Costs	\$1,452,173	25%	\$437,202	27%	\$311,827	27%	\$290,059	25%	180,975	29%
Labor Costs	\$1,480,691	26%	\$581,341	35%	\$440,084	39%	\$391,256	34%	\$272,069	43%
Delivery Costs	\$416,899	7%	\$105,054	6%	\$90,125	8%	\$90,369	8%	\$48,634	8%
Royalty	\$290,027	5%	\$81,903	5%	\$56,911	5%	\$57,288	5%	\$31,634	5%
Brand Development Fund	\$116,011	2%	\$32,761	2%	\$22,765	2%	\$22,915	2%	\$12,654	2%
Gross Profit	\$2,044,738	35%	\$399,796	24%	\$216,513	19%	\$293,881	26%	\$86,712	14%

Some outlets have sold this amount. Your individual results may differ. There is no assurance that you’ll sell as much.

Notes to Tables

1. The figures in the tables were prepared by management of the affiliated entity and were not audited.
2. The information in the table is based on 5 ClusterTruck® Kitchens operated by our affiliates that were open and operating for the entire 2024 fiscal year. Except as otherwise disclosed

in these notes, we do not believe there are any material financial and operational characteristics of the affiliate-owned outlets that are reasonably anticipated to differ materially from future operational franchise outlets.

3. Gross Sales includes all retail revenue of the ClusterTruck® Kitchens, excluding sales taxes collected and paid to the tax authorities. Food costs includes all food costs related to preparing all of the Approved Products in the ClusterTruck® System, including the costs for food ingredients, soft drinks, oil, prepped ingredients, and vendor fees and surcharges. Food costs does not include the cost of disposables. Labor costs includes all expenses related to hourly and management employees, including payroll expenses, payroll taxes, benefits costs, and unemployment insurance. Delivery costs includes total direct driver costs. Delivery costs does not include any discretionary bonus driver costs. Although our affiliate does not pay Royalty or Brand Development Fund Fees at this time, we have adjusted this Item 19 to include those fees since a franchisee will be required to pay them to us. This table assumes a 2% Brand Development Fund Fee.
4. The sales and expense information in the table does not reflect the actual potential net income of a ClusterTruck® Kitchen. There are a number fixed and variable costs associated with the development and operation of a ClusterTruck® Kitchen that are not reflected in the tables and that vary among individual ClusterTruck® Kitchens. These expenses include but are not limited to the following: rent; costs described in Items 6 and 7 of this Franchise Disclosure Document; other occupancy costs; other taxes; other insurance; royalty and advertising expenses; interest or finance charges if you finance some or all of the cost of the franchise; depreciation on property and equipment; legal and accounting fees; other general administrative expenses; any pre-opening or amortization of organization costs; costs associated with regulatory compliance; and management costs. We strongly encourage you to consult with your financial advisors in reviewing the information in this Item 19, in particular, in estimating the categories and amount of expenses you will incur in establishing and operating a ClusterTruck® Kitchen.
5. You should be aware that the financial performance of any particular ClusterTruck® Kitchen will be affected by a number of factors that may vary due to the individual characteristics of the ClusterTruck® Kitchen. These factors include, but are not limited to: the size and maximum capacity of your location; competition from other businesses; appreciation and acceptance of the products and services offered by your franchise in the community in which your franchise is located; your experience; the quality and effectiveness of your managerial skills; and your decisions with respect to location, advertising programs, personnel and cost controls; geographic and socioeconomic conditions in your locality; business cycles; and the performance of the local, national and world economy.
6. The financial performance of any particular ClusterTruck® Kitchen will also be affected by the average estimated wait time quoted to customers on the particular Kitchen's webpage. The average estimated wait time for the Units in the above table ranged from 16 minutes to 20 minutes during the reporting period.

Our franchisees and affiliates earned these amounts. Your individual results may differ. There is no assurance that you'll earn as much.

Written substantiation for the financial performance representation will be made available to the prospective franchisee on reasonable request.

Financial Information for Specific Operating Units

We may give a prospective franchisee who is seeking to buy a specific operating unit, whether owned by us, an affiliate or another franchisee, actual operating results of that unit.

We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable to you. We suggest strongly that you consult your financial advisor or personal accountant concerning financial projections and federal, state and local income taxes and any other applicable taxes that you may incur in operating a ClusterTruck® Kitchen.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Janet Monroe at 729 N. Pennsylvania St., Indianapolis, IN 46202, or 317-210-2872, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20—OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary For Years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2022	8	5	-3
	2023	5	5	0
	2024	5	5	0
Total Outlets	2022	8	5	-3
	2023	5	5	0
	2024	5	5	0

Table No. 2
Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)
For Years 2022 to 2024

State	Year	Number of Transfers
None	2022	0
	2023	0
	2024	0
Totals	2022	0
	2023	0
	2024	0

Table No. 3
Status of Franchised Outlets For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Re-acquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
None	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Totals	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

Table No. 4
Status of Company-Owned Outlets For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Indiana	2022	4	1	0	2	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
Ohio	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Missouri	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Totals	2022	6	1	0	2	0	5
	2023	5	0	0	0	0	5
	2024	5	0	0	0	0	5

Table No. 5
Projected Openings as of December 31, 2024

State	Franchise Agreements Signed But Outlets Not Yet Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Indiana	1	1	0
Totals	1	1	0

We began offering franchises in 2023.

The information in the tables is as of December 31st of each year.

The names, addresses, and telephone numbers of all ClusterTruck® Kitchens as of the date of the Franchise Disclosure Document are listed on Exhibit G. A list of the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who has had a franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the calendar year 2024 or who has not communicated with us within ten weeks of our application date (or the date of this Franchise Disclosure Document, if this Franchise Disclosure Document is not for use in a state requiring registration of franchises) is attached as Exhibit H. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We have not had franchisees sign confidentiality clauses within the last three fiscal years. In some instances, current and former franchisees may be asked to sign provisions restricting their ability to speak openly about their experience with our franchise system. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

At this time there are no trademark-specific franchisee organizations associated with our franchise system that have been created, sponsored or endorsed by us or that have asked to be included in our Franchise Disclosure Document.

ITEM 21—FINANCIAL STATEMENTS

Our financial statements listed below are attached as Exhibit I. We were organized in 2023 and began operating in 2023. We have not been in business for three years, so we are not able to provide the financial statements that are normally required, which includes balance sheets for the previous two fiscal years and statements of operations, stockholders equity and cash flows for the previous three fiscal years.

- Audited financial statements as of December 31, 2024.
- Audited financial statements as of December 31, 2023.

ITEM 22—CONTRACTS

The following contracts are attached to this Franchise Disclosure Document:

- Franchise Agreement -- Exhibit B
- Addendum to Franchise Agreement-Renewal – Exhibit C
- Addendum to Franchise Agreement-Transfer – Exhibit D-1
- Franchise Termination and Release Agreement-Transfer – Exhibit D-2
- Confidentiality/Non-Competition Agreement -- Exhibit F
- Area Development Agreement – Exhibit K
- Software License Agreement – Exhibit L

ITEM 23—RECEIPTS

Two copies of a Receipt of this Franchise Disclosure Document, including all Exhibits, are attached as Exhibit N. You must date and sign one copy of the Receipt and deliver it to us.

EXHIBIT A

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA (filing required)	California Department of Financial Protection and Innovation One Sansome Street, Suite 600 San Francisco, California 94104	California Department of Financial Protection and Innovation 320 West 4 th Street, Suite 750 Los Angeles, CA 90013-2344
ILLINOIS (filing required)	Illinois Office of Attorney General Franchise Bureau 500 South Second St. Springfield, IL 62706 (217) 782-4465	Illinois Office of Attorney General Franchise Bureau 500 South Second St. Springfield, IL 62706
INDIANA (notice filing)	Indiana Secretary of State Securities Division 302 West Washington Street Room E-111 Indianapolis, IN 46204 (317) 232-6681	Same
MARYLAND (filing required)	Office of Attorney General Securities Division 200 St. Paul Place 20 th Floor Baltimore, Maryland 21202 (410) 576-6360	Maryland Securities Commissioner Office of Attorney General Securities Division 200 St. Paul Place 20 th Floor Baltimore, Maryland 21202 (410) 576-6360
MICHIGAN (only notice required)	Department of Attorney General Consumer Protection Division Franchise G. Mennen Williams Building 525 W. Ottawa Street P.O. Box 30213 Lansing, MI 48909 (517) 335-7567	Michigan Department of Commerce Corporations and Securities Bureau P.O. Box 30054 6546 Mercantile Way Lansing, MI 48909
MINNESOTA (filing required)	Commissioner Minnesota Department of Commerce 85 Seventh Street East Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600	Same
NEW YORK (filing required)	Office of the New York State Attorney General Investor Protection Bureau Franchise Section 120 Broadway, 23rd Floor New York, New York 10271 (212) 416-8236	New York Secretary of State Once Commerce Plaza 99 Washington Avenue, 6 th Floor Albany, New York 12231 (518) 473-2492

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NORTH DAKOTA (filing required)	Franchise Division Office of Securities Commission 600 East Boulevard, 5 th Floor Bismarck, North Dakota 58505 (701) 328-2910	North Dakota Securities Department State Capitol – 5 th Floor 600 East Boulevard Bismarck, North Dakota
OREGON (no filing)	Corporate Securities Section Department of Insurance & Finance Labor & Industries Bldg. Salem, OR 97310 (503) 378-4387	N/A.
RHODE ISLAND (filing required)	Franchise Office Division of Securities 233 Richmond Street, Suite 232 Providence, Rhode Island 02903 (401) 277-3048	Director of Department of Business Regulation John O. Pastore Complex 1511 Pontiac Avenue Building 69, 1 st Floor Cranston, Rhode Island 02920
SOUTH DAKOTA (filing required)	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-4013	Department of Revenue and Regulation Division of Securities 445 East Capitol Avenue Pierre, South Dakota 57501
VIRGINIA (filing required)	State Corporation Commission Division of Securities and Retail Franchising Tyler Building, 9 th Floor 1300 E. Main Street, Ninth Floor Richmond, Virginia 23219 (804) 371-9276	Clerk, State Corporation Commission Tyler Building, 1 st Floor 1300 E. Main Street, First Floor Richmond, Virginia 23219
WASHINGTON (filing required)	Department of Financial Institutions Securities Division PO Box 9033 Olympia, Washington 98507-9033 (360) 902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Road Southwest Tumwater, Washington 98501
WISCONSIN (filing required)	Department of Financial Institutions Division of Securities 4 th Floor 345 W. Washington Avenue Madison, Wisconsin 53703 (608) 266-3364	Same

EXHIBIT B
FRANCHISE AGREEMENT



FRANCHISE AGREEMENT

BETWEEN

**ClusterTruck Franchising, LLC
("Franchisor")**

AND

("Franchisee")

EFFECTIVE DATE: _____, 2025

LOCATION: _____

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CLUSTERTRUCK FRANCHISING, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made this _____ day of _____, 2023, between CLUSTERTRUCK FRANCHISING, LLC, an Indiana limited liability company ("Franchisor") and _____ ("Franchisee"), and _____ (each, an "Owner" and collectively, "Owners"). In this Agreement, "we," "us," and "our" refers to Franchisor and "you" and "your" refers to Franchisee.

ARTICLE 1 - INTRODUCTION

1.1 Franchise Systems.

We and our affiliates, as the result of the expenditure of time, skill, effort and money, have developed a modern and innovative delivery kitchen concept offering a wide range of diverse cuisine styles, including barbeque, bowls, breakfast, burgers, burritos, fried chicken, fries, macaroni and cheese, pasta, pizza, salads, sandwiches, seafood, soup, tacos, tots, wings, wraps, desserts, children's options, beverages, and sides brought to customers by delivery or pick up. The delivery kitchen concept includes technical information and expertise relating to the preparation and serving of food products; the use of recipes, formulas, spices, and other food and beverage products, all of which constitute trade secrets and are identified by the public with ClusterTruck®; prescribed exterior and interior design, decor, fixtures, and furnishings; standards and specifications for products and supplies; service standards; uniform standards, specifications, and procedures for operations; training and assistance; and advertising and promotional programs (collectively "Systems"); all of which may be changed, improved, and further developed by us. The Systems we specify for use by the delivery kitchen concept to be licensed to you under to this Agreement are referred to as the "Franchise Systems."

1.2 Franchise Marks and Trade Dress.

We identify our delivery kitchen concept by means of certain trademarks, service marks, trade names, logos, and other marks (our "Marks"). We also identify by means of, including without limitation, each and every detail of the design, layout, décor, color, scheme, appearance of the premises, (our "Trade Dress"), the supplies utilized, services offered, personnel, and other elements of the Franchise Business. We may, in the future, develop, use, and register additional or different trademarks, service marks, logos, trade dress, and other elements, all of which will be included as Marks and Trade Dress, that we may make available for use by you. The Marks and Trade Dress we authorize for use by the delivery kitchen concept licensed to you under this Agreement are referred to as the "Franchise Marks" and the "Franchise Trade Dress."

1.3 Franchise Business.

A business operated under the Franchise Systems, Franchise Marks, and Franchise Trade Dress, whether operated by us or our affiliates or other persons authorized by us, will be referred to in this Agreement as a "Kitchen." The Kitchen that you are licensed to operate under this Agreement will be referred to in this Agreement as the "Franchise Business."

1.4 Your Desire to Obtain a Franchise.

You recognize the advantages of operating under the Franchise Systems, Franchise Marks, and Franchise Trade Dress and desire to obtain the right to operate a Kitchen. We are willing to grant you a license to open and operate a Kitchen on the terms and conditions in this Agreement.

ARTICLE 2 - GRANT OF FRANCHISE

2.1 Grant of Franchise.

We grant you the nonexclusive right to use the Franchise Marks, Franchise Trade Dress, and the Franchise Systems in connection with the operation of a single Kitchen in accordance with this Agreement and our “Brand Standards Manual” (as defined in Section 8.2). The Franchise Business must be operated at the location designated in accordance with Section 6.1 (the designated location is referred to as the “Franchise Location”).

2.2 Limitations.

The rights we grant you in this Agreement relate only to the sale of products for delivery from and pick-up at the Franchise Location, and you are not granted any exclusive area or other territorial rights, except as specifically provided in Section 2.3. You will not have the right to provide catering, delivery (including delivery by third-party delivery services), or online ordering services except as authorized in writing by us and then only under the policies and procedures specified by us. You will not have the right to solicit or conduct business through the use of toll-free telephone numbers, catalogs, or other advertising or solicitation methods for sales of products at the Franchise Location unless you have our prior written approval.

2.3 Protected Area; Limited Exclusivity; Exceptions.

Except as otherwise provided in this Agreement, as long as this Agreement is in effect and you are not in default under this Agreement, we will not open or authorize any other person to open a Kitchen at a location in the area that is described in Appendix A (the “Protected Area”). Your limited rights relate to location only and do not grant you any exclusivity of marketing or customers.

Notwithstanding your rights in the Protected Area under this Section, we and our affiliates may operate or authorize other persons to operate businesses under the Franchise Marks and Franchise Systems and/or to offer and sell products and services offered at Kitchens at the following types of locations in the Protected Area: offsite events (e.g. art fairs, fundraisers, etc.); institutional accounts (including grocery stores and warehouses); and mobile locations, such as food trucks.

2.4 Reservation of Rights.

Other than the rights expressly granted to you in this Agreement, we reserve all rights relating to the Franchise Marks and Franchise Systems, including the right to: (a) operate and authorize others to operate Kitchens at any location outside the Protected Area, regardless of its proximity to the Franchise Location; (b) operate and authorize others to operate businesses that are the same or similar to a Kitchen under names or trademarks other than the Franchise Marks at any location inside or outside the Protected Area; (c) operate and authorize others to operate businesses that are different from the business of a Kitchen under the Franchise Marks or any other names or trademarks at any location inside or outside the Protected Area; (d) the right to use or authorize others to use the Franchise Marks and/or Franchise Systems, or any other trademarks or systems, in connection with the manufacture and sale of products at wholesale or retail, through the

use of toll free telephone numbers, catalogs, direct mail, over the Internet or through any other distribution channels, such as, without limitation, grocery stores, convenience stores, or other retail establishments; (e) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at a Kitchen, and franchising, licensing, or creating similar arrangements with respect to those businesses once acquired, wherever those businesses (or the franchisees or licensees of those businesses) are located or operating (including in the Protected Area); and (f) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided by Kitchens, or by another business, even if the business operates, franchises and/or licenses competitive businesses in the Protected Area. We are not required to pay you any compensation for soliciting or accepting orders from inside your Protected Area.

ARTICLE 3 - TERM AND OPTION

3.1 Term.

This Agreement will begin on the date of this Agreement and continue until ten (10) years after the date that your Franchise Business opens for business unless sooner terminated as provided in this Agreement.

3.2 Option.

You will have the option to remain a ClusterTruck® franchisee for one (1) additional period of ten (10) years if, at the beginning of the option period, all the following conditions are fulfilled:

(a) You are not in default under this Agreement or any other agreement with us or our affiliates and no affiliate of yours is in default under any agreement with us or our affiliates.

(b) Within the last twelve (12) months we have not sent you two (2) or more notices of default of the terms of this Agreement or of any of our specifications, standards, or operating procedures (whether or not the notices related to the same or different violations and whether or not you have remedied those violations).

(c) You provide written notice of your intent to continue as a franchisee not more than twelve (12) months and not less than six (6) months before the beginning of the option period.

(d) You are able to maintain possession of the Franchise Location or you have been able to secure and develop, in compliance with our then applicable standards used in the granting of a franchise, suitable alternative premises within your Protected Area for your Franchise Business. Any alternative premises must be acceptable to and accepted in advance by us.

(e) You agree to take any action specified by us to make the Franchise Business comply with current appearance, Franchise Trade Dress, equipment, and signage requirements. You acknowledge that we may impose refurbishing obligations of you on renewal that may be different from other franchises at renewal based on numerous factors and that we may require you to take steps to refurbish the Franchise Location that we have not required of other franchisees.

(f) Throughout the term of this Agreement you have satisfied all material reporting requirements and all monetary obligations to us and our affiliates, suppliers and creditors within the amount of time specified for satisfaction or cure of default with respect to the obligation.

(g) You have satisfied any additional training requirements for new or existing franchisees.

(h) You have signed a general release, in a form specified by us, of any and all claims against us and our affiliates, and their respective officers, directors, agents, members, and employees.

(i) You must have signed and delivered to us our standard franchise agreement in use at the time of your notice to renew together with the other documents we are then using to grant new franchises, all of which will replace this Agreement (the new standard franchise agreement signed by you may have materially different terms and conditions from this Agreement).

(j) You have paid the renewal fee specified in Section 4.6. This fee must be paid at the time the new standard franchise agreement is signed by you and delivered to us.

(k) You must comply with the then-current specifications, standards, and operating procedures.

(l) We have approved the renewal. We will not withhold approval of renewal without good cause.

If you fail or refuse to sign the franchise agreement and other documents and pay the renewal fee within thirty (30) days after delivery of the franchise agreement and other documents to you, when we have approved renewal of the franchise, it will be deemed that you have elected not to renew the franchise. If you do not elect to renew your franchise relationship, do not qualify for renewal, or do not comply with the requirements for renewal specified above, the franchise relationship between you and us will automatically expire on completion of the term of this Agreement.

ARTICLE 4 - FEES

4.1 Initial Franchise Fee.

You must pay us an initial franchise fee in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00). The initial franchise fee is payable at the time you sign this Agreement. The initial franchise fee is considered earned at the time we sign this Agreement and is not refundable.

4.2 Royalty Fee; Gross Sales.

You must pay us a weekly royalty fee ("Royalty") in an amount equal to five percent (5%) of your Gross Sales or One Thousand Two Hundred Fifty and 0/100 Dollars (\$1,250), whichever is greater. Your obligation to pay the Royalty will commence upon the earlier date of you opening your Franchise Business or seven (7) months after execution of this Agreement. You must report Gross Sales and pay Royalty weekly in the manner specified in Section 4.11 by the 1st business day of each calendar week based on your Gross Sales for the preceding calendar week (Sunday to

Saturday). You must make Royalty payments daily or monthly or at some other interval, instead of weekly, if specified by us. Royalty fees are not refundable.

“Gross Sales” means the entire amount of all of your revenues from the ownership or operation of the Franchise Business and any business at or about the Franchise Location including sales at or from the Franchise Location or any accepted remote locations including the proceeds of any business interruption insurance and any revenues received from the lease or sublease of a portion of the Franchise Location, whether the revenues are evidenced by cash, credit, checks, gift certificates, electronic payment, digital currency, food stamps, coupons and premiums (unless exempted by us), services, property or other means of exchange, minus: (a) the amount of any sales taxes that are collected and paid to the taxing authority; (b) approved discounts given to customers if the non-discounted price is included in the revenues; and (c) cash refunded and credit given to customers and receivables uncollectible from customers if the cash, credit or receivables are or were included in revenues. You are deemed to receive Gross Sales at the time the goods, products, merchandise, or services from which they derive are delivered or rendered or at the time the relevant sale takes place, whichever occurs first. Gross Sales consisting of property or services (for example, “bartering” or “trade outs”) are valued at the prices applicable to the products or services exchanged for those revenues at the time the revenues are received.

4.3 Brand Development Fund Contributions.

We may require you to make weekly contributions to a Brand Development Fund in the amount of up to two percent (2%) of your Gross Sales. If specified by us, you must pay Brand Development Fund contributions to us weekly, in the manner specified in Section 4.11, by the 1st business day of each calendar week based on your Gross Sales for the preceding calendar week (Sunday to Saturday). You must make required Brand Development Fund contributions daily or monthly or at some other interval, instead of weekly, if specified by us. We will use your Brand Development Fund contributions in the manner described in Section 9.2. Your Brand Development Fund contributions are in addition to the amounts you must spend on grand opening and local advertising (see Article 9). You acknowledge and agree that we are not obligated to continue the Brand Development Fund and may suspend contributions to or operations of the Brand Development Fund or terminate the Brand Development Fund (or reinstate the Brand Development Fund if it is terminated).

4.4 Technology Fees.

We may require you to pay us a Technology Fee of an amount established by us from time to time, up to one-half of a percent (1%) of Gross Sales. We currently do not charge a Technology Fee but reserve the right to do so in the future. The Technology Fee must be paid in the manner specified in Section 4.11 by the 1st business day of each calendar week. We may use the Technology Fee for expenses relating to any license fees and the expense of maintenance and updates, including service contracts, relating to the POS system, the Franchise Software and other technology used in the Franchise Business, and the planning, design, development, maintenance, and/or support of the “Franchise Technology” (defined in Section 8.4).

4.5 Customer Service Support Services Fee

We may require you to pay us a Customer Service Support Services Fee of an amount established by us from time to time, up to one (1) percent of Gross Sales. We currently do not charge a Customer Service Support Services Fee but reserve the right to do so in the future. The Customer Service Support Services Fee must be paid in the manner specified in Section 4.11 by the 1st business day of each calendar week. We may use the Customer Service Support Services Fee for expenses relating to sales, customer and communication services.

4.6 Training Fees and Expenses.

We do not charge training fees for the initial training program (see Section 7.1). We may charge training fees on a per diem basis if you request to have additional people attend the initial training program or when you request, or we require additional training at rates provided in our Brand Standards Manual. Also, we may charge for expenses we incur when providing additional training, including reimbursement for the costs of materials, travel (if any), and a reasonable charge to cover our personnel costs. In addition, you will be responsible for paying wages or salaries, expenses for travel, and food and lodging incurred by your employees during the initial training program and any additional training programs.

4.7 Renewal Fee.

You must pay us a renewal fee in the amount of fifty percent (50%) of the then-current initial franchise fee paid by new franchisees at the time of renewal if you elect to renew your franchise at the end of the initial term of the franchise.

4.8 Transfer Fee.

You must pay us a transfer fee if you undertake a Transfer as defined in Section 14.1. The transfer fee will vary depending on the nature of the Transfer. For a control Transfer, the transfer fee is fifty percent (50%) of the then-current initial franchise fee paid by new franchisees at the time of renewal. We may require you to place a deposit of Five Thousand and 0/100 Dollars (\$5,000) or up to the full amount of the transfer fee at the time that you request the Transfer. The transfer fee under the Franchise Agreement for a non-control Transfer is Five Thousand and 0/100 Dollars (\$5,000) payable when you submit an application for our consent to the Transfer. We will refund the amount of the transfer fee less our costs and expenses if the Transfer is not completed. For purposes of this Agreement, "control" means the transfer of an equity interest of ten percent (10%) or more.

4.9 Late Charges, NSF Fees, and Interest.

You must pay us or our affiliates the charges, fees, and interest described in this Section in connection with any payments due to us or our affiliates under this Agreement or under any other agreement or arrangement with us or our affiliates. You must pay us or our affiliates, on demand, a late charge of One Hundred and 00/100 Dollars (\$100.00) for any payment not made within five (5) days of the due date of the payment. In addition, you must pay us or our affiliates, on demand, a fee equal to any charges we or our affiliates incur as a result of checks or debits returned for insufficient funds or other similar reasons, but not less than Fifty and 00/100 Dollars (\$50.00) for each item returned. Also, you must pay us or our affiliates, on demand, interest on all overdue payments from the date the payment was due until paid equal to the lesser of (i) one and a half percent (1.5%) per month or (ii) the maximum rate of interest permitted by law. The assessment of late charges and interest will not be our sole remedies for late payments and this Agreement may be subject to termination under Article 15.

4.10 Relocation Fee.

You must pay us a relocation fee of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00), plus our costs, fees, and expenses incurred to review and approve the relocation, including without limitation travel, room and board for site review and acceptance, if the Franchise Business is relocated as provided in Section 6.1. The relocation fee is one of the conditions imposed on the relocation and must be paid before we will grant acceptance to relocate the Franchise Business.

4.11 Manner and Timing of Payment.

You agree that all fees are imposed and payable to us except minimum local advertising expenses, renovation and remodeling expenses, and insurance, which may be paid directly to the relevant suppliers. All fees paid to us are non-refundable. You must make all payments owed to us or our affiliates, including without limitation Royalties, Brand Development Fund contributions, Technology Fees, training fees, renewal or Transfer fees, late charges, NSF fees, liquidated damages, and interest by electronic funds transfer (automatic bank transfers). You must install, at your expense, and use pre-authorized payment systems, electronic funds transfer systems, or automatic banking systems as we may specify. We may specify these requirements to fulfill any business purpose reasonably related to the operation of your Franchise Business and the Franchise Systems and to allow us to access reports of Gross Sales and other information and to initiate electronic or other transfers of all payments you are required to make to us. You must make payments at the times specified in this Agreement or as we may otherwise specify. You agree that we may specify payment by electronic fund transfers that we initiate. You must sign and deliver to your bank and to us the documents necessary to authorize and effectuate fund transfers as specified by us. You agree not to terminate the authorization as long as this Agreement is in effect. You agree not to close your bank account without providing us prior written notice and establishing a substitute bank account for the transfers. You agree that we may specify that any or all required payments to us be made daily, weekly, monthly, or another interval, instead as otherwise provided in this Agreement. You acknowledge that we may require you to make required payments at different intervals than other ClusterTruck® franchisees.

4.12 No Setoff; Application of Payments.

Your obligations for the full and timely payment of the fees described in this Agreement and all other amounts owed to us are absolute and unconditional. You must not delay or withhold payment to us of all or part of those amounts based on our alleged nonperformance or for any other reason or put the fees or other amounts in escrow or setoff against any claims you may allege against us. We may apply any of your payments first to any accrued late charges or interest and then to any delinquent fees or other amounts outstanding before crediting the payment in the manner specified by you or to the current amount due.

ARTICLE 5 – SERVICES PROVIDED TO YOU

5.1 Specifications for Franchise Location.

We or a designated representative will provide written specifications for the Franchise Location, which may include specifications for space requirements, build out, and a template floor plan. We may, in our discretion, consult with you in the process of construction or improvement of the Franchise Location. You acknowledge that we will have no other obligation to provide assistance in the selection and acceptance of the Franchise Location other than the provision of written specifications and acceptance or non-acceptance of a proposed Franchise Location. At your reasonable request, we may, in our sole discretion and subject to the availability of our personnel, furnish you with additional site selection and/or development guidance and assistance that is beyond the nature and scope of the services we are then providing to new franchisees without charge. If we elect to provide those additional services, we and you must agree in writing on the nature and scope of the additional services. We may charge you a reasonable fee for the additional services. You acknowledge that these additional services charges are not uniformly applied and we may offer other franchisees these services at a different or no cost.

5.2 Equipment, Fixtures, Signs and Suppliers.

We will provide our specifications and/or sources of supply for the equipment, fixtures, signs, inventory, and other products and services necessary for you to develop and operate the Franchise Business.

5.3 Brand Standards Manual; Update Specifications.

We will provide you with access to our Brand Standards Manual for use in the operation of the Franchise Business. We will provide you with any updates to the Brand Standards Manual as they become available.

5.4 Training.

We will provide an initial program to train you to operate the Franchise Business. We may provide ongoing training programs. See Article 7.

5.5 Setup and Opening.

We will provide one (1) or more representatives for up to two (2) weeks surrounding the opening (the specific number of days will be determined by us) to assist in the opening and initial operation of your Franchise Business. If you request the assistance of our representatives beyond this initial period, we may provide the representatives for an additional period of time, but you must pay a charge for the additional services in an amount determined by us.

5.6 Products and Services; Suppliers.

We will designate the “Approved Products and Services” (defined in Section 8.6) to be offered by your Franchise Business and will provide you with any updates in our specifications for the Approved Products and Services to be offered by your Franchise Business, which may include, without limitation, new products and service offerings and equipment. We will also provide sources of supply for all products used in the Franchise Business and will review for approval any products or services or suppliers requested by you, except with respect to any Designated Products or Services.

5.7 Other Operational Assistance.

We will have a representative periodically visit your Franchise Business at intervals we deem appropriate throughout the term of this Agreement. During these visits, our representative will inspect and evaluate your operations and provide any operational advice and assistance deemed necessary by the representative. We will also provide reasonable operational advice and assistance to you by email, other internet resources, or telephone, including advice on specific Approved Products, if requested by you. The result of the visit could result in required changes to the operation of your Franchise Business. We will notify you in writing of any required changes to bring your operations into compliance with our specifications and/or Brand Standards Manual, and failure to immediately implement such required changes shall constitute a default by you of this Agreement.

At our discretion, and upon your reasonable request or our requirement after evaluating your operations, we may, at our sole discretion, provide a representative to provide reasonable operational guidance and assistance in the operation of your Kitchen at your Franchise Location. We will charge you a reasonable fee for this additional operational assistance per representative, which shall at minimum include our costs and expenses of food, travel, and lodging for our representative(s) (we may increase the fee from time to time based on reasonable inflationary increases).

5.8 Advertising.

We will review for approval your plans for grand opening advertising for your Franchise Business. We or a person designated by us will administer the Brand Development Fund for the benefit of the Franchise Marks and Franchise Systems and review for approval, any local advertising proposed by you. See Section 4.3 and Article 9.

5.9 Customer Service Support Services.

We may provide or have a third-party provide customer sales support services for franchisees, which may include sales, customer, and communication services. We may require you to participate in these services and to pay a proportionate share of the costs of these services or a reasonable charge for these services (see Section 4.5). You must comply with our policies and procedures relating to participation in the customer service support services.

5.10 Franchise Software

We shall provide to you a license for the online order management software used in your POS system (the "Franchise Software"). The Franchise Software must be used in your Kitchen to receive and manage customer orders from our website and certain mobile applications, including providing a break-down of customer payments, inventory management, kitchen preparation, tracking delivery fulfillment, and must be used for receipts of transactions, be used for online ordering, be used to manage gift card and loyalty programs, be used for post-delivery customer services interactions, and be used to provide sales data to our home office.

ARTICLE 6 - LOCATION, LEASE, DEVELOPMENT, AND OPENING OF KITCHEN

6.1 Location Selection and Acceptance; Relocation.

You must obtain our prior written acceptance of the Franchise Location for your Franchise Business and you must always operate your Franchise Business only at the Franchise Location as we have accepted in writing. If the exact location for your Franchise Business has not been determined before signing this Agreement, you must use your best efforts to find a suitable location for the Franchise Business within the area designated in Paragraph 2 on Appendix A. You must submit to us a site selection package that we specify or accept, which must include pictures of the site, site plan, traffic counts, evidence confirming your prospects for obtaining the site, demographic information, economic terms, use clause, and any other materials or information we specify before we will consider accepting the location. The factors that we consider when we recommend or accept a location include, without limitation, the surrounding population density, income levels, vehicle traffic counts, pedestrian traffic counts, visibility, ingress and egress, space dimensions, parking availability, signage restrictions, use restrictions, and economic terms. We may use a third party to research the market prior to accepting the site which would be paid by you. We will make our determination of whether to accept the proposed location within fourteen (14) days after receiving all required materials and information from you. Once the physical address of the Franchise Location is determined and accepted, we will insert the address in Paragraph 1 of Appendix A. If we cannot agree on a site and you do not obtain a site for the Franchise Business within three (3) months of the Effective Date of this Agreement, we may terminate this Agreement.

We may provide our assistance to help you obtain a location. Although we may provide assistance in finding your location, it is your sole responsibility to find a suitable location for your Franchise Business and to evaluate the commercial value of the location for operation of your franchise. Our location assistance, recommendations, and/or our acceptance of your location do not constitute a representation or guaranty of the commercial value, profitability, or success of your

location or your business. We will not be responsible or liable to you for any claims relating to selection of the Franchise Location and you waive and release us from any of those claims.

You cannot relocate your Franchise Business without our prior written acceptance. You may request that we consent to the relocation of your Franchise Business if the lease or sublease for the Franchise Location expires or terminates without your fault or if the location is condemned, destroyed or rendered unusable or you have other reasonable business reasons to relocate. The factors we consider for accepting the new location proposed by you are the same factors we consider for your initial location. If the new location proposed by you is accepted by us as a viable location and you have submitted to us a lease for the new location for review as provided in Section 6.2, we will not unreasonably withhold consent to the relocation of the Franchise Location. Any relocation will be at your sole expense, including payment to us of the relocation fee specified in Section 4.9. We will not be required to consent to a new location if the location is outside of the Protected Area or if we believe the new location will encroach on the location of another Kitchen. If the Franchise Location becomes unusable for the Franchise Business through no fault of yours and a substitute location is not available within a reasonable period of time, this Agreement will terminate on conclusion of operation of the Franchise Business at the Franchise Location.

6.2 Lease Requirements.

If you lease the Franchise Location, you must obtain our prior written acceptance of the lease. In order to obtain our acceptance, you must submit to us a description of the proposed site, evidence confirming your prospects for obtaining the site, economic terms, use clause, express provision for queuing area for delivery drivers, and any other materials we specify. You must obtain our acceptance of the location under Section 6.1 and our acceptance of the lease under this Section before you sign the lease for the Franchise Location. You must deliver to us a fully signed copy of the lease for the Franchise Location within five (5) days after the lease is fully signed. However, we will not evaluate or be responsible for the commercial reasonableness or suitability of the lease. That is your sole responsibility.

Unless we agree otherwise, the lease must contain the provisions included in the form of Addendum to Lease attached to this Agreement as Appendix G (except to the extent we agree to waive any of the provisions) and other provisions that we reasonably specify. The lease must not be terminated, renewed or in any way altered or amended by you and the landlord without our prior written consent. In addition, as a condition to acceptance of the lease, you must execute a Collateral Assignment of Lease and obtain your landlord's written acknowledgment and acceptance of the Collateral Assignment of Lease in the form attached to this Agreement as Appendix H. Except in accordance with this Agreement, you must not assign your lease or let or sublet the Franchise Location or any portion of the Franchise Location without our prior written consent.

6.3 Licenses and Permits.

You must obtain all authorizations, permits, and licenses as required under federal, state, and local law for the lawful construction and operation of the Franchise Business, including zoning and other approvals, occupancy permits, all certifications from government authorities having jurisdiction over the site that all requirements for construction and operation have been met, building and other required construction permits, licenses to do business and fictitious name registrations, sales tax permits, health and sanitation permits, ratings and fire clearances. You must keep copies of all health department, fire department, building department and other similar state and local agency and entity certifications, other licenses, and reports of inspections on file and available for our review.

6.4 Development of Franchise Location.

You must fully develop the Franchise Business in accordance with our specifications. You must construct and/or improve the Franchise Location in compliance with our specifications, including specifications for build-out, décor, signage, equipment layout, front of house and back of house space layout, etc. You must obtain our prior written acceptance of all drawings, plans, and specifications relating to the design, construction and/or improvement of the Franchise Location. You must hire a design firm, construction manager and/or general contractor designated or approved by us to design and construct or improve the Franchise Location in accordance with our specifications. If we have not designated or approved a design firm, construction manager, and/or general contractor for your area, you must obtain our prior written approval of the design firm, construction manager, or general contractor you intend to use. You must obtain all customary contractors' sworn statements and partial and final lien waivers for construction, remodeling, decorating, and installation of equipment at the Franchise Location. You must acquire, maintain and update the equipment (including POS and computer systems), furniture, fixtures, signs, and other property that we specify for establishing and operating the Franchise Business. Also, all of these items must meet any standards and specifications issued by us. We have the right to inspect and accept the construction before you open the Franchise Business to make sure our specifications have been followed. If, in our opinion, our specifications have not been followed, you must resolve any issues to our satisfaction before opening the Franchise Business.

Although we have the right to review and comment on and must designate or accept all drawings, plans and specifications relating to the design, construction and/or improvement of the Franchise Location, we are only acting to ensure compliance with the approved plans and any applicable specifications issued by us. We will not evaluate or be responsible for compliance with governmental requirements, legal requirements, or adequacy of design and engineering relating to the design and construction and/or improvement of the Franchise Location and you are solely responsible for those matters.

6.5 Telephone Numbers, Internet Access, and Email Address.

You must maintain high-speed Internet access at all times in the manner specified by us for communication with us, use of the Franchise Technology, and to allow us to access information from the Franchise Technology. You acknowledge our rights to use the Franchise Technology data include the right to deliver the data to any third-party we deem appropriate in our sole discretion; provided that the identity and other personal information of your employees, agents, and customers are not improperly disclosed. You must acquire and maintain telephone lines or mobile telephones, as designated by us, dedicated solely to the Franchise Business. You must also acquire and maintain high speed Internet access and an e-mail address so that you may communicate with us by e-mail, access any web-based computer systems and our intranet or extranet (if applicable) and so your customers may communicate with you by e-mail. If we specify, you must use the e-mail addresses provided or specified by us, and no other e-mail address, in the Franchise Business. You authorize us to have access to and to monitor all of your e-mail correspondence.

6.6 Completion of Training.

You must successfully complete our initial training program, to our satisfaction, no later than thirty (30) days before beginning operation of the Franchise Business.

6.7 Employees.

You must hire and train sufficient management and other employees for the Franchise Business to comply with the Franchise Systems.

6.8 Opening of Franchise Business.

You must have fully developed the Franchise Business in accordance with our specifications and have complied with all other conditions to opening specified in this Agreement or otherwise by us before you open the Franchise Business to the public. You must sign your lease within three (3) months of executing this Agreement and open for business no later than four (4) months after you obtain a signed lease for the Franchise Location, and the failure of either of which, we may terminate this Agreement.

ARTICLE 7 – TRAINING

7.1 Initial Training.

We will make available an initial program to train you to operate the Franchise Business. You must not begin operating the Franchise Business unless a “Designated Owner” (defined in Section 8.10), a “General Manager” (defined in Section 8.10), if the Designated Owner will not be the General Manager, at least one (1) Assistant General Manager, and at least one (1) Shift Manager has attended and completed the initial training program to our satisfaction. You may have up to six (6) persons (at least one (1) Designated Owner, one (1) General Manager, one (1) Assistant General Manager (up to 2), and at least one (1) Shift Manager (up to 2)) attend the initial training program without paying any additional fees to us. We will train additional management employees if you request, but may, in that case, charge you a reasonable fee for each additional person trained. Also, you will be responsible for any traveling and living expenses of you or your management employees during the initial or any other training program. The initial training program will be conducted at a ClusterTruck® Kitchen that we designate in or around Indianapolis, Indiana, or another location designated by us in writing. The persons attending the initial training program must sign an agreement relating to confidentiality and/or non-competition in a form approved by us before beginning the training program. You must complete the initial training to our satisfaction no less than (30) days prior to opening.

If we determine that you have not completed the training program to our satisfaction or that you or your team of management employees are not ready to open the Franchise Business to the public in accordance with our standards, we may: (a) require you and/or your management employees to attend additional training before the Franchise Business opens to the public; and/or (b) require you to use additional assistance from our representatives for a period of time during and after opening of the Franchise Business. We have the right to charge you for the additional training and/or assistance.

If we conduct any training for the replacement General Manager and/or Designated Owner (see replacement requirements in Sections 8.10 and 14.4), you shall pay to us all costs and expenses related to such training at the then-current rates for additional training, as well as all expenses related to such General Manager and/or Designated Owner, including without limitation, wages, meals, lodging and travel to attend the training. All of our training programs are provided to protect our brand and the Franchise Marks and not to control the day-to-day operations of your business. You acknowledge that we may, from time-to-time, provide optional templates for certain employment policies and procedures, including without limitation, a sexual harassment policy. You have sole discretion as to adoption of any such policies and procedures and the specific terms of such policies and procedures. Training with respect to all such policies and procedures shall be your sole responsibility.

In addition to the initial training program for the Designated Owner, General Manager, Assistant General Manager(s), and Shift Manager(s) described above, we will assist you in the opening of your Franchise Business by providing training to your management employees at your Franchise Business for up to one (1) week prior to the opening of your Franchise Business and up to one (1) week following the opening of your Franchise Business (the specific number of days before and after the opening will be determined by us) and assist you in the opening of your Franchise Business as provided in our Brand Standards Manual. We typically have approximately one (1) or more representatives that will provide such opening assistance. This obligation does not apply on renewal or transfer.

7.2 Your Training Program for Employees.

You shall maintain competent and conscientious personnel to operate the Franchise Business in accordance with this Agreement, the Franchise System, and the Brand Standards Manual. You are responsible for training all of your employees who work in any capacity in the Franchise Business and are responsible for your employees' compliance with the operations standards that are part of the Franchise Systems. You must establish and maintain a continual program of training for your management and staff personnel in accordance with our specifications. You must ensure that each of your employees completes each part of your specified training program.

7.3 Additional Training, Sales Programs and Meetings.

A Designated Owner (or, if specified by us, the General Manager or other management employees) must, solely at your expense, attend additional training, sales programs, and meetings reasonably specified by us. We will give reasonable notice of any additional specified training, sales programs, and meetings. We may require you to pay a reasonable charge for any training provided to you or your managers beyond the initial training program described in Section 7.1. Any fees we charge will be uniform as to all persons attending additional training at that time. We may require that you complete additional training, or we may provide additional training at your request in our sole discretion, before offering new Approved Products or Services from the Franchise Business.

We may require that your managers, including replacement managers in the event any previously trained manager-level employees are no longer employed at the Franchise Business, satisfactorily complete our training programs and additional training programs. We may charge reasonable fees for training managers. You are responsible for paying the wages or salaries, expenses for travel, food and lodging incurred by your management employees during all training courses and programs. If requested by us, you agree to assist us in training other ClusterTruck® franchisees; provided that, we must reimburse you for any expenses you incur in providing this assistance.

In our sole discretion, we may create an audio and/or video recording of any training programs at our expense. You will be responsible for any fee related to your participation in or attendance of such training program, including without limitation any online training or examination programs we may implement.

If you request additional training either at the opening or otherwise, you will be responsible for our trainer's per diem fee and related travel costs. You must also pay wages, employment related expenses, travel, and living expenses for your employees. If we, in our sole discretion, complete the opening assistance and training and determine that your management staff needs additional training, you are responsible for the additional training costs, including wages, travel, and living

expenses of our staff. You and your management team members must complete the training program to our satisfaction in our sole and unfettered judgement.

We will not be obligated to continue any specific ongoing training or advice we provide based on course of dealing or otherwise. We may discontinue or modify any ongoing training or advice at any time.

ARTICLE 8 – OPERATIONS AND SYSTEM STANDARDS

8.1 Continuing Operations and Best Efforts.

You acknowledge that the reputation and goodwill of the Franchise Marks and Franchise Systems is based in large part on offering high quality products and services to its customers. Accordingly, you shall use, provide, or offer for sale at the Franchise Business only those menu items, products, supplies, uniforms, proprietary apparel, proprietary promotional items, small wares, paper products, grocery and other items, products and services that we from time to time approve (and which are not thereafter disapproved) and that comply with our Brand Standards Manual. You must continually operate the Franchise Business after opening in accordance with the provisions of this Agreement throughout the term of this Agreement. You must use your best efforts to promote and maximize the sales of the Franchise Business throughout the term of this Agreement. You must maintain at all times, sufficient equipment, supplies, and personnel to operate the Franchise Business at optimal capacity and efficiency as specified by us.

8.2 Standards of Operation; Brand Standards Manual.

You acknowledge that every component of the Franchise Systems is important to us and to the operation of the Franchise Business. You must, at all times, operate and maintain the Franchise Business in a competent manner and in full compliance with all aspects of the Franchise Systems specified by us. In all business dealings with the public, you must be governed by the highest standards of honesty, integrity, fair dealing and ethical conduct.

You must comply with all lawful and reasonable policies and procedures specified by us in connection with the operation of the Franchise Business. These specifications may include standards, techniques and procedures for: (a) the safety, maintenance, cleanliness, sanitation, function, hours of operation, and appearance of the Franchise Business and the equipment, fixtures, furniture, décor, signs, and Trade Dress used in the Franchise Business; (b) dress, uniforms, grooming, general appearance, and demeanor of employees; (c) the products and services required or authorized to be offered and sold by the Franchise Business; (d) type, shelf life, quality, taste, portion control, and uniformity and manner of preparation and sale of all of the products sold by the Franchise Business; (e) methods and procedures relating to receiving and preparing customer orders; (f) receiving and processing online or delivery orders, (g) sales, advertising, and promotional techniques and programs; (h) construction, maintenance, and appearance of the Franchise Business and the Franchise Location; (i) payment, credit, accounting, and financial reporting policies and procedures; (j) use of our intranet or extranet (if established) for entering sales and other information, projecting sales, ordering supplies, entering expenses, receiving reports and other operational requirements as specified by us; (k) purchase and maintenance of equipment, fixtures, signs, and inventory; (l) insurance coverage; (m) use of standard forms and the Franchise Marks; (n) use and illumination of exterior and interior signs, displays, and similar items; (o) atmosphere of the Franchise Location, including music and lighting; (p) warranties to customers and the handling of customer complaints and customer communications; (q) identification, pursuant to our specifications, of the Franchise Business as an independently owned and operated business;

(r) attendance by you and your management employees at required training programs and meetings; (s) using and honoring gift certificates, coupons, and other local and national promotional programs authorized or specified by us; and (t) other details of the operation of the Franchise Business and your relationship with us. Notwithstanding the foregoing, and consistent with the goals of the Franchise System, you will be responsible for the day-to-day operation of the Franchise Business.

The policies and procedures we specify may be contained in our training, operating, and/or policy manuals or in memos, bulletins, newsletters, emails, or other written or electronic materials prepared by us (for the purposes of this Agreement, "Brand Standards Manual" will mean all manuals or other written materials relating to the Franchise Systems or containing our specifications). We will provide you with a digital or paper copy or give you on-line access to any currently existing Brand Standards Manual after the signing of this Agreement or when and if prepared by us and made available to franchisees. We will provide you with a digital or paper copy or give you on-line access to any applicable modifications or additions to the Brand Standards Manual as they become available. The Brand Standards Manual remains our property, must not be duplicated, and must be returned to us or destroyed immediately on request or on expiration or termination of this Agreement.

You must at all times ensure that your copy of the Brand Standards Manual is kept current and up to date. If there is a dispute as to the contents of the Brand Standards Manual, the terms and dates of the master copy of the Brand Standards Manual maintained by us at our place of business or as available on our intranet will be controlling.

Due to the nature of operation of the Franchise Business and the fact that the specifications for the Franchise Business may change, we reserve the right to change the Franchise Systems after the signing of this Agreement and to change the terms of the Brand Standards Manual after the signing of this Agreement to reflect those changes. You must comply with all changes immediately on receipt of written notice from us of the change. The Brand Standards Manual cannot change the terms of this Agreement but will be in addition to this Agreement and will have the same effect as if included in this Agreement. If the Brand Standards Manual is inconsistent with this Agreement, this Agreement will control. We agree to specify our policies and procedures in a reasonable manner.

8.3 Acquisition of Products and Services.

You must acquire, maintain, use, and update all equipment (including POS and computer systems), furniture, fixtures, signs, and other property that we specify for establishing and operating your Franchise Business. All of these items must meet any standards and specifications issued by us.

8.4 Use of the Franchise Technology in Operations.

We require you to use certain technology in connection with the Franchise Business, which may include websites, POS, and the Franchise Software (which may include computer hardware, software, web-based systems, licenses to use proprietary software or systems, etc.), Wi-Fi, intranet, extranet, other web-based systems, mobile applications, other electronic media, and/or other technology specified by us (the "Franchise Technology"). Uses of the Franchise Technology may include advertising for all ClusterTruck® Kitchens, lists of ClusterTruck® Kitchens, on-line ordering, gift card and loyalty programs, inventory control for Kitchens, entering sales and other information, projecting sales, reviewing reports, placing orders with suppliers, posting the Brand Standards Manual and communication between us, franchisees, and customers. You must acquire and use

the Franchise Technology specified by us in the Brand Standards Manual for the Franchise Business and in the manner specified by us. Your access to and use of the Franchise Technology is subject to your compliance with the terms and conditions of use and other policies and procedures specified by us. You agree to comply with those terms, conditions, policies, and procedures. You must pay all required license fees, service fees, and support, maintenance, update, and upgrade costs to use and maintain the Franchise Technology in the manner specified by us, our affiliate(s), or any third-party. We may change or modify the Franchise Technology in the future, including changes in the specifications and components relating to the Franchise Technology. In that case, you must obtain and begin to use the changed or modified Franchise Technology within thirty (30) days after you receive written notice from us.

We have the right to independently access the sales information and other data generated or stored by the Franchise Technology, including your POS systems. There are no contractual limitations on our right to access and use that information and data. You must provide us access to the information contained in or produced by the Franchise Technology in the manner specified by us and must supply us with any security codes necessary to obtain that access. We may retrieve, analyze, download, and use the software and all data contained in or produced by the Franchise Technology at any time as long as the access does not unreasonably interfere with the operation of your Franchise Business. You must maintain high-speed Internet access at all times in the manner specified by us for communication with us, use of the Franchise Technology, and to allow us to access information from the Franchise Technology. Our rights to use the Franchise Technology data includes the right to deliver the data to any third party we deem appropriate in our sole discretion; provided that the identity and other personal information of your employees, agents, and customers are not improperly disclosed.

THE FRANCHISE TECHNOLOGY AND ITS CONTENT ARE PROVIDED “AS-IS”. WE AND OUR AGENTS AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES RELATING TO THE FRANCHISE TECHNOLOGY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, REGARDING ANY CONTENT AND YOUR ABILITY OR INABILITY TO USE THE FRANCHISE TECHNOLOGY AND ITS CONTENT.

USE OF THE FRANCHISE TECHNOLOGY IS AT YOUR SOLE RISK. WE WILL NOT BE LIABLE TO YOU OR ANY PERSON CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES UNDER ANY THEORY OR LAW FOR ANY ERRORS IN OR THE USE OF OR INABILITY TO USE THE FRANCHISE TECHNOLOGY AND ITS CONTENT INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS, DATA, OR DAMAGE TO ANY COMPUTER SYSTEMS.

8.5 *Specifications and Suppliers for Products and Services.*

The purpose of the product, service, and supply requirements described in this Section is to maintain uniqueness, consistency, uniformity, quality, and identity of Kitchens and the products and services offered and sold by Kitchens and the group purchasing power of Kitchens.

We will specify any applicable products and services used in the development and operation of the Franchise Business as “Designated Products and Services.” Designated Products and Services must be purchased in accordance with our specifications (which may include brand names) and, if specified by us, only from us or a manufacturer, supplier, distributor, or professional, or other service provider specifically designated by us (which may be our affiliate, now or not yet in existence) (a “Designated Supplier”). We will specify Designated Products or Services and Designated Suppliers in an on-line web-based communication portal or in emails, memos,

bulletins, and/or in our Brand Standards Manual. We will issue notification of Designated Products or Services status and Designated Supplier status or revocation of the status to you in an on-line web-based communication portal or in emails, memos, bulletins, and/or in our Brand Standards Manual.

Unless otherwise specified by us, you must acquire all products and services used in the design, development, construction, and operation of the Franchise Business, other than Designated Products and Services, in accordance with our specifications (which may include brand names) and, if specified by us, only from a manufacturer, supplier, distributor, or professional or other service provider that has been approved by us (an “Approved Supplier”). An Approved Supplier will be a supplier that: (a) meets our standards for quality and uniformity of goods and services and other relevant standards established by us; (b) we have designated in writing as an Approved Supplier; and (c) we have not later revoked the designation as an Approved Supplier. You may request to have a supplier for items other than Designated Products and Services approved by submitting to us the information, samples, and agreements necessary for our determination under the procedures specified by us. Your request must be in writing and must include information about the product or supplier relating to our specifications, a sample of the product or service to be approved, and a person from the manufacturer or supplier that we can contact for information. We may submit the information to an independent laboratory or another independent expert to determine if the product or supplier meets our specifications. We may charge you a fee equal to our actual costs incurred in making this determination. At your request, and only on a confidential basis, we will furnish you with any issued standards and specifications for items other than Designated Products and Services, as well as any criteria for supplier approval. We will notify you in writing of our approval or disapproval of a supplier within thirty (30) days after receiving all information that we reasonably believe is necessary to make the determination.

Before we approve a supplier, the supplier may be required to enter into an agreement with us in a form reasonably acceptable to us that requires the supplier to: (a) follow our procedures, specifications and standards, formulas, patterns, and recipes; (b) allow periodic quality control inspections of the supplier’s premises and production facilities; (c) provide a reasonable number of samples, without charge, for inspection; (d) keep any trade secrets or other confidential information disclosed to it by you or us in confidence and have employees to whom disclosure is made sign agreements that they will not use or disclose confidential information; and (e) pay a reasonable license fee for a limited license for the production and sale of items using the Intellectual Property (defined in Section 11.1). Our approval of a supplier is not a blanket approval of the items the supplier may sell but only for specific items sold by that supplier as approved by us.

We will provide information on Approved Suppliers and we will issue approval or disapproval or notification of revocation of approval of products or suppliers to you through an on-line web-based communication portal or in emails, memos, bulletins, and/or in our Brand Standards Manual.

In order to take advantage of group purchasing power and to ensure uniformity and quality, we reserve the right to limit the total number of Approved Suppliers for any items. We may add or delete Designated or Approved Suppliers at any time and you must comply with those changes immediately on written notice from us. If we add a Designated or Approved Supplier, you must immediately, on written notice from us, take the steps necessary to comply with the credit, purchase, and other policies of the Designated or Approved Supplier. If we delete or revoke the designation of a Designated or Approved Supplier, you must cease purchasing products and services from that supplier immediately on written notice from us.

We may enter into agreements with Designated or Approved Suppliers for and on behalf of all Kitchens or all Kitchens in a particular region (a “Supplier Contract”), which may include price terms. If we enter into a Supplier Contract with a Designated or Approved Supplier, the terms and conditions of your relationship with that Designated or Approved Supplier may be controlled by that contract to the extent covered by the contract.

Our designation of a Designated or Approved Supplier or manufacturer, or other provider of products or services, does not create any express or implied promise, guaranty or warranty by us as to the quality of products or services, availability of products and services, and timely delivery of products and services of the Designated or Approved Supplier or other provider of products and services and we disclaim any promises, guaranties, or warranties. You agree that we will not have any liability to you for any claims, damages or losses suffered by you as a result of or arising from the products or services provided by or the acts or omissions of any Designated or Approved Supplier.

You acknowledge and agree that we and/or our affiliates have the right to receive rebates, commissions, dividends, distributions or other fees, discounts or payments from Designated and Approved Suppliers or other providers of products or services based on sales of products or services to the Franchise Business and other Kitchens (“Supplier Payments”). You agree that we and our affiliates will have the right to collect all Supplier Payments and to use the Supplier Payments for any purpose in our sole discretion, including without limitation, our retention of all Supplier Payments for our use and benefit. You must cooperate with us and our affiliates in the collection of Supplier Payments. You also acknowledge and agree that we may, in our sole discretion, and on a non-uniform basis: (i) pay, pass-through or waive some or all of the Supplier Payments to or for the benefit of franchisees in certain markets or to or for the benefit of some, but not all, franchisees in a particular market; or (ii) use the Supplier Payments for any other purpose, including purposes that may benefit certain markets or some, but not all, franchisees in a particular market.

Any products or services sold by or through us or our affiliates will be sold in accordance with the terms contained in memos, bulletins, emails, franchisee meetings, or otherwise in writing by us, our affiliates or by the manufacturer of the products. These terms may be modified on written notice from us, our affiliates or by the manufacturer of the products.

EXCEPT AS EXCLUSIVELY SET FORTH IN WRITING, WE AND OUR AFFILIATES MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD BY OR THROUGH US OR OUR AFFILIATES, INCLUDING THE IMPLIED WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE WILL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE, LOSS OF PROFIT, OR OTHER INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCTS AND SERVICES SOLD BY OR THROUGH US OR OUR AFFILIATES, IF ANY, OR FOR ANY DAMAGES (REGARDLESS OF THEIR NATURE) CAUSED BY OUR FAILURE TO FULFILL OUR RESPONSIBILITIES UNDER THIS AGREEMENT. OUR AND OUR AFFILIATES’ SOLE LIABILITY FOR ANY WARRANTIES GRANTED IS TO REPAIR OR REPLACE, AT OUR OR OUR AFFILIATES’ OPTION, ANY PRODUCTS AND SERVICES SOLD BY OR THROUGH US AND OUR AFFILIATES THAT ARE NOT IN COMPLIANCE WITH THE WARRANTY. OUR AND OUR AFFILIATES’ LIABILITY RELATING TO PRODUCTS AND SERVICES SOLD BY OR THROUGH US AND OUR AFFILIATES WILL IN NO EVENT EXCEED THE STATED SELLING PRICE OF THE PRODUCTS AND SERVICES TO YOU. ANY WARRANTIES GRANTED WILL BE VOID AND OF NO FORCE AND EFFECT WITH RESPECT TO ANY PRODUCTS THAT ARE DAMAGED AS

A RESULT OF (A) NEGLIGENCE, ALTERATION OR ACCIDENT OR (B) IMPROPER USE, INCLUDING FAILURE TO FOLLOW OPERATING AND MAINTENANCE PROCEDURES SPECIFIED BY US AND OUR AFFILIATES.

8.6 *Products and Services Offered by the Franchise Business.*

You must sell all products and provide all services that we specify be provided by the Franchise Business. You must not sell any products, provide any services, or engage in any business at the Franchise Business or Franchise Location other than those specified by us without our written authorization. The products and services that we may specify or approve from time to time for Kitchens will be referred to as the "Approved Products and Services."

We may add, delete, or change Approved Products and Services that you can and must offer. You must abide by any additions, deletions, and modifications and there are no limits on our rights to make these changes. We may change an Optional Product or Service to a Required Product or Service, and *vice versa*. If we add any Approved Products and Services, you must obtain any necessary qualifications, training, and equipment and supplies necessary for providing the products or services. If an Approved Product or Service is deleted, you must cease offering that product or service immediately on written notice from us. You acknowledge that the Approved Products and Services we may authorize or require you to sell may differ from those that we authorize or require other Kitchens to sell based on regional differences in products and services we authorize, sales of products or services on a limited-time-only basis that are not available to all Kitchens, the test marketing of products or services, or other business reasons in our discretion. We will not have any liability or responsibility to you if you are not able or are not authorized to sell all the same products or services as other Kitchens.

8.7 *Pricing; Promotional Programs; Gift Cards.*

We may exercise rights with respect to the pricing of Approved Products to the fullest extent permitted by then-applicable law in order to enhance the competitive position and consumer acceptance for the products and services of Kitchens. These rights may include: (a) prescribing the maximum and/or minimum retail prices that you may charge customers for the products and/or services offered and sold at the Franchise Business; (b) recommending retail prices; (c) advertising specific retail prices for some or all products or services sold by the Franchise Business and requiring you to observe those prices; (d) engaging in marketing programs, promotional programs, drives, giveaways, contests, and other campaigns and requiring you to participate in those programs, which may directly or indirectly impact your retail prices; and (e) otherwise mandating, directly or indirectly, the maximum and/or minimum retail prices that the Franchise Business may charge the public for the products and services it offers. We may engage in this activity either periodically or throughout the term of this Agreement. Further, we may engage in this activity only in certain geographic areas (e.g. cities, states, regions) and not others, or with regard to certain subsets of franchisees (e.g. airports, arenas, other captive audiences) and not others. You acknowledge and agree that any maximum, minimum, or other prices we prescribe or suggest may or may not optimize the revenues or profitability of the Franchise Business and you irrevocably waive all claims arising from or related to our specification or suggestion of retail prices for the Franchise Business.

You must participate in any gifts cards, electronic gift or money cards (E-cards), frequency cards, awards or loyalty programs, promotional programs, or other programs specified by us and honor all such cards, awards, and other programs issued by us or by other franchisees in accordance with our policies. We or a person designated by us will administer any of these programs specified by us. We may charge an administrative fee for administering those programs.

You must provide us with all information collected and databases created in connection with these programs. If we establish an E-card program, we may incorporate the E-card fund or manage the E-card fund through a separate entity whenever we deem appropriate. We may assign some or all our rights and duties related to the E-card fund to a separate E-card fund entity. We may change the separate E-card fund entity or assign management of the E-card fund back to us at any time in our discretion.

8.8 Signage.

All signage and decorating materials at the Franchise Business must conform to our specifications. In particular, you must post a prominent sign in the Franchise Business identifying you as a franchisee in a format that we deem acceptable, including statements (1) that you independently own and operate the Franchise Business, (2) that the Franchise Marks are owned by us, and (3) that you use the Franchise Marks pursuant to a license we have issued to you.

8.9 Maintenance; Refurbishing; Alterations.

You must maintain the Franchise Location, premises, equipment, furniture, fixtures, signs, Franchise Trade Dress, and other property of the Franchise Business in a clean, attractive, and safe condition and in good maintenance and repair and in compliance with the standards specified by us. You must, at your expense, engage in any program of preventative maintenance specified by us for the equipment, furniture, fixtures, signs, Franchise Trade Dress, and other property of the Franchise Business. We may specify the timing and manner of performing the maintenance services and may designate one or more suppliers that you may be required to use for preventative maintenance services.

If at any time, in our reasonable judgment, the general state of repair, appearance or cleanliness of the Franchise Location or its equipment, furniture, fixtures, signs, Franchise Trade Dress, or other property do not meet our standards or specifications, we may notify you in writing, specifying the action you must take to correct the deficiency. You must initiate the specified action within thirty (30) days after receipt of the notice and diligently proceed to complete the specified action. If you fail to initiate any required repairs or maintenance within thirty (30) days after receipt of written notice from us describing the specific repairs or alterations that are required or if you fail to diligently proceed to complete the specific repairs, then we may have the repairs completed, at your expense, to maintain the Franchise Business in accordance with our required standards. If this occurs, you must immediately reimburse us for all costs we incurred to make the repairs.

In addition to regular maintenance obligations, you must renovate and modernize the Franchise Location, premises, equipment, furniture, fixtures, signs, Franchise Trade Dress, and other property of the Franchise Business on our request once during the initial term of this Agreement at any time after the end of the 5th year of the initial term of this Agreement, and thereafter no more frequently than once every five (5) years, to conform with our specifications for the then current image of Kitchens using the Franchise Marks; provided, however, that the cost of each renovation and modernization will not exceed One Hundred Thousand and 00/100 Dollars (\$100,000) for each year since the last renovation and modernization undertaken by you at the Franchise Location. Renovations and modernizations shall not include routine repairs or maintenance to Franchise Location, premises, equipment, furniture, fixtures, signs, Franchise Trade Dress, and other property of the Franchise Business. You must initiate the specified renovations within thirty (30) days after receipt of the notice and diligently proceed to complete the specified action.

If you fail to initiate any required renovations and modernizations within thirty (30) days after

receipt of written notice from us describing the specific renovations or alterations that are required or if you fail to diligently proceed to complete the specific renovations or alterations, then we may have the renovations or alterations completed, at your expense, to maintain the Franchise Business in accordance with our required standards. If this occurs, you must immediately reimburse us for all costs we incurred to make the renovations or alterations.

You must not make any material alterations to the leasehold improvements or appearance of the Franchise Location and must not make any material alterations to the equipment, furniture, fixtures, signs, Franchise Trade Dress, or other property of the Franchise Business without our prior written approval. We agree not to unreasonably withhold acceptance provided that the alterations are consistent with the image of the Franchise Systems and are not prohibited by your lease or by law.

8.10 Management of the Franchise Business.

You hereby designate the individual(s) identified in Paragraph 4 on Appendix A to serve as the designated owner as described in this Section (each a "Designated Owner"). Each Designated Owner must: (a) be an Owner; (b) complete the initial training program (see Section 7.1); (c) preserve and exercise ultimate authority and responsibility with respect to the management and operation of the Franchise Business; and (d) represent and act on your behalf in all dealings with us. You must have at least one (1) Designated Owner at all times during the term of this Agreement. Should the last surviving Designated Owner resign, be terminated, die, or become incapacitated, a replacement Designated Owner shall be appointed by you within ten (10) days (see also Section 14.4). Your failure to identify a Designated Owner is a material default under this Agreement.

The Franchise Business must, at all times, be under the direct supervision of a general manager as described in this Section (the "General Manager"). The General Manager must: (i) devote his or her full time and effort to the day-to-day active management and operation of the Franchise Business; (ii) be personally responsible for the Franchise Business at all times; and (iii) personally exercise his or her best efforts to market the Franchise Business and maximize customer satisfaction. The General Manager must meet the following requirements before beginning to serve as General Manager for the Franchise Business: (1) successful completion of our initial training program and any retraining or refresher training programs specified by us; and (2) signing an agreement relating to confidentiality and non-competition in a form approved by us.

If a Designated Owner is not the General Manager, the General Manager must be under the direct supervision of a Designated Owner. It is your responsibility to ensure that the Franchise Business is always under the supervision of a trained General Manager. Should the General Manager resign, be terminated, die, or become incapacitated, a replacement General Manager shall be appointed by you within ten (10) days (see also Section 14.4). Your failure to have the Franchise Business under the supervision of a trained General Manager is a material default under this Agreement.

8.11 Hours of Operation.

You will operate the Franchise Business during such days, nights, and hours as may be designated by us from time to time. You acknowledge and agree that the hours of operation are integral to the value of the Franchise Systems and the Franchise Marks, and any failure by you to operate during the designated hours of operation is detrimental to the Franchise Systems and the Franchise Marks. You further acknowledge and agree that the day-to-day operational decisions relating to the opening and closing procedures of the Franchise Business, including any security, staffing, and other similar matters, shall be made solely by you.

8.12 Other Employee Matters.

You must hire all employees for the Franchise Business and must be exclusively responsible for the terms and conditions of their employment and compensation. We will not exercise direct or indirect control of your employees' working conditions, or the terms and conditions of their employment. We do not share or codetermine the terms and conditions of employment of your employees or participate in matters relating to the employment relationship between you and your employees, such as hiring, promotion, demotion, termination, hours or schedule worked, rate of pay, benefits, work assigned, discipline, response to grievances and complaints or working conditions. You have sole responsibility and authority for these terms and conditions of employment. You are responsible for compliance with all federal, state, county, municipal, and other civil and criminal statutes, laws, ordinances, regulations, rules, and orders of public authorities applicable to your employment practices and employees, including the Fair Labor Standards Act and comparable laws regulating minimum wage, overtime pay, recordkeeping, youth employment standards, and other aspects of employment. We will not control and will not be responsible for your payroll or other employee matters regardless of any information that we may provide in operations or training manuals or otherwise. You must prominently post signs at the Franchise Location (including in the area in which all official employment relating notices are posted) and at your offices informing employees and independent contractors that their relationship is solely with you and that they are not an employee of us or any of our affiliates. You must include similar language in all employment contracts, offer letters, employee handbooks, paychecks, and other materials. We may specify the language for the required postings and notices. You must indemnify us and hold us harmless from and against any liability relating to or arising from employment related decisions and obligations, including joint employer liability and labor and employment law violations by you or your employees.

You must implement a training program for your employees in compliance with our standards. You must maintain at all times a staff of trained employees sufficient to operate the Franchise Business in compliance with our standards. You must require your employees and agents to sign an agreement relating to confidentiality and/or non-competition in a form approved by us. Unless otherwise we designate otherwise in writing, you must require all of your employees, while engaged in the operation of the Franchise Business, to wear uniforms conforming in color and design to those standard in the Franchise Systems and approved by us. You must ensure that all of your employees present a neat and clean appearance and render competent, sober and courteous service to the customers of the Franchise Business.

8.13 Insurance.

You must purchase the following specified insurance coverage for your business in accordance with our standards and specifications, and from a supplier designated or approved by us:

- General Commercial Liability Insurance with the following limits: general \$2,000,000 aggregate, \$1,000,000 per occurrence; products/completed operations aggregate - \$2,000,000; personal and advertising injury--\$1,000,000; each occurrence--\$1,000,000; fire damage (any one fire)--\$100,000; and medical expense (any one person)--\$10,000.
- Commercial Property Insurance in at least the full replacement value of their contents, tenant improvements, and inventory
- Coverage Enhancements, including expanded glass coverage; fire extinguisher recharge coverage; fire department service charge coverage; code update coverage; off-premises

interruption of service; re-keying lock cylinders; consequential loss to merchandise; extended loss adjustment; pollutant clean up and removal--\$10,000.

- Non-owned and hired automobile liability insurance with minimum limits of \$1,000,000 per occurrence or the highest attainable limit available in the state in which the Franchise Business is located, if less than \$1,000,000.
- Business Owner's Umbrella Policy with limits of \$1,000,000 each occurrence and annual aggregate.
- Cyber Security Liability insurance with minimum limits of liability of \$1,000,000.
- Employer Practices Liability insurance: \$500,000 limit.
- Worker's Compensation and/or Employer's Liability Insurance as required by law.
- Any other insurance coverages we may require in the future.

We may revise these insurance specifications in the future. Evidence of this insurance must be initially provided at least fourteen (14) days before you begin operating your Franchise Business. Certificates of renewal must be provided no later than fourteen (14) days before the expiration date of each policy. If you do not provide us with evidence of these insurance policies at any due date, we may purchase that insurance at your expense. You must immediately pay for any insurance obtained by us. Each required policy of insurance must name us as an additional insured and must provide that we will be given thirty (30) days' notice before cancellation, modification or amendment of the policy. Your lease may require higher limits or additional coverages.

Each required insurance policy must meet the following requirements: (a) the policy must name us (and any of our affiliates or representatives that we may reasonably specify) as an additional insured on the form specified by us; (b) the policy must not be subject to cancellation, modification, or amendment except after 30 days written notice to us; (c) the policy must be obtained from or through a Designated or Approved Supplier, as applicable, and an insurance carrier with an AM Best's Rating of not less than A-IX; (d) the policy must provide that your failure to comply with any term, condition, or provision of the insurance contract, or other conduct by you, will not void or otherwise affect the coverage of us or our affiliates or representatives (e.g. we, although named as an insured, will nevertheless be entitled to recover under the policy on any loss incurred by us or our agents or employees by reason of your negligence or the negligence of your agents and employees); (e) the applicable policies must cover your indemnification obligations under this Agreement; (f) the policy must be primary to and without right of contribution from any insurance purchased by us; and (g) the policy must contain a waiver of subrogation in our favor for casualty losses. Your obligation to obtain and maintain the policies of insurance in the minimum amounts specified by us will not be limited in any way by reason of any insurance that we maintain and will not relieve you of your indemnification obligations under this Agreement.

You acknowledge that the insurance coverages and amounts specified by us reflect minimum required amounts and are not meant to reflect your actual insurance coverage needs. It is your responsibility to carefully evaluate your insurance needs and to obtain the insurance coverages and amounts necessary to satisfy those insurance needs.

8.14 Data Privacy.

You recognize and acknowledge that this Agreement and your conduct of business may subject you and us to certain laws pertaining to the privacy of customer, employee, and transactional information ("Privacy Laws"), including those that are applicable to your processing of data that may be reasonably linked or linkable to natural persons to whom your Franchise Business provides goods or services or who are associated with a business entity to whom your Franchise Business provides goods or services ("Customer Personal Data"). Customer Personal Data includes but is not limited to a customer's name, birthdate, address, contact information, payment card information, transaction history, and other personal and other information as may be further set forth and defined in our Brand Standards Manual. All Customer Personal Data is and shall be deemed to be exclusively owned by us and, for purposes of the Privacy Laws, we are the "controller," and you are a "processor" of such Customer Personal Data.

Subject to your and your Owners' compliance with the terms and conditions of this Agreement, we grant you a non-exclusive, non-sublicensable, non-transferable, limited right to collect, use, share, disclose, store, and delete (collectively, "process") Customer Personal Data during the Term of this Agreement solely as necessary for the operation of your Franchise Business. All such processing of Customer Personal Data must at all times be in compliance with i) all applicable laws, including without limitation, the Privacy Laws and ii) our standards and specifications, Franchise Systems, and Brand Standards Manual, which we may amend from time to time in our sole discretion.

You covenant and agree to cooperate with us and to comply with and adhere to all directions and requests that we deliver to you from time to time relating to Customer Personal Data and/or the Privacy Laws, including without limitation, assisting us in complying with any obligations we may have under the Privacy Laws, adhering to the policies and procedures set forth in our Brand Standards Manual, and delivering or making available to us all information in your possession necessary to demonstrate your compliance with our Brand Standards Manual and/or the Privacy Laws. We reserve the right to audit and inspect your use of information technology, organizational systems, and data security policies and practices, which may include an assessment of your compliance with our standards and specifications relating to your processing and use of Customer Personal Data. Any such assessment, audit, and/or inspection will be at your sole your cost and expense and you must reimburse us for any costs and expenses we incur in connection therewith.

8.15 Data Security Requirements.

You shall, at your expense, lease or purchase the necessary equipment and/or software and shall have arrangements in place with Visa, MasterCard, American Express and such other credit card issuers as we may designate, from time to time, to enable the Kitchen to accept such methods of payment from customers. You shall also accept debit cards, stored value gift card or other non-cash payment systems specified by us to enable customers to purchase approved products and services. You shall obtain all necessary hardware and/or software used in connection with these non-cash payment systems. At all times, you shall maintain credit card relationships with the credit and debit card issuers or sponsors, check or credit verification services, financial center services, and electronic funds transfer systems (together, "Credit Card Vendors") that we designate as mandatory. The term Credit Card Vendors includes among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet"). You may not use any Credit Card Vendors that we have not approved in writing or for which we have revoked approval. We have the right to modify the requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke approval of any such service provider.

You are responsible for securing and maintaining the security of all Customer Personal Data of your customers and protecting the same from unauthorized processing, destruction, modification, or use that would violate this Agreement, the Brand Standards Manual, or any Privacy Laws. In addition to complying with all other industry standards relating to the security of your customer's Customer Personal Data, and implementing any technical and organizational security measures specified by us, you must agree to comply with the then-current Payment Card Industry Data Security Standards ("PCI Requirements") as those standards may be revised and modified by the PCI Security Standards Council (see www.pcisecuritystandards.org), or any successor organization. Among other things, you agree to implement the enhancements, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards.

It is recommended that you also comply with the ISO/IEC 27000-series information security standards (or other comparable third-party information security standards) ("Information Security Standards") in connection with the Franchise Business.

It is your responsibility to research and understand the Privacy Laws, PCI Requirements and Information Security Standards, other industry standards, and other applicable laws and to ensure that your business policies and practices comply with these requirements. You must refrain from taking any action or inaction that could cause us or any of our affiliates to breach any Privacy Laws. You must demonstrate compliance upon reasonable request, which may include having an independent third-party Qualified Security Assessor (QSA) conduct a PCI/DSS audit. In the event you are unable to demonstrate full compliance, we may require that you engage the services of an Approved Supplier to assist you on an ongoing basis. You will be required to enter into a contractual relationship directly with an approved managed firewall supplier, if we so determine.

If you detect or are notified of a data breach involving Customer Personal Data or any other information or data related to your customers ("Data Breach"), you must immediately notify us of the Data Breach. You must cooperate with us in investigating and halting the Data Breach, including giving us access to your information technology systems. We will have the right to name legal counsel to deal with the Data Breach and to control media communications relating to the Data Breach. You must not make any public statements about the Data Breach without our approval. You must indemnify us and hold us harmless for all claims and costs, including attorneys' fees, incurred by us as a result of any Data Breach that is your responsibility, or your breach or failure to comply with any Privacy Laws.

We have the right to engage a vendor to consult with and advise ClusterTruck® franchisees on compliance with the PCI Requirements and other data privacy practices and to require you to pay a portion of the cost of the vendor's services as determined under our policies or to directly engage the vendor for these purposes. Also, we will have the right to acquire a cyber insurance policy for the ClusterTruck® franchise system and to require you to pay a portion of the cost of the cyber insurance policy as determined under our policies and procedures. We will have the right to collect your share of the costs of the vendor and/or cyber insurance policy on a periodic basis in the manner provided in Section 4.11 of this Agreement.

8.16 Compliance with Laws and Other Obligations; Taxes.

You must obtain and keep in force every registration, charter, license, and permit required for the Franchise Business. In addition to all other references in this Agreement, you shall comply with all requirements of federal, state and local laws, rules, regulations, and orders related to the

operation of your Franchise Business, including but not limited to all federal, state, and local laws, rules, regulations, or ordinances that govern food preparation and service and sanitary conditions, the federal Clean Air Act and various implementing state laws require certain state and local areas to meet national air quality standards limiting emissions of ozone, carbon monoxide and particulate matters, including caps on emissions from commercial food preparation, all federal, state, and local laws, rules, regulations, and ordinances that govern your employment relationship with your employees, and other laws, rules and regulations that apply to businesses generally, such as the Americans With Disabilities Act, Fair Labor Standards Act, Family and Medical Leave Act, Affordable Care Act, Federal Wage and Hour Laws, Title VII of the Civil Rights Act, Age Discrimination in Employment Act, Affordable Care Act, Employee Retirement Income Security Act, and the Occupational Safety and Health Act, also apply to Kitchens, and comparable laws regulating minimum wage, overtime pay, recordkeeping, youth employment standards, and other aspects of employment), environmental regulation, and taxation.

You must pay, when due, all taxes of every kind applicable to the Franchise Business or the income of the Franchise Business, including all local, state, and federal taxes. We will not be responsible for any sales, use, service, occupation, excise, gross receipts, income, property, or other taxes, whether levied on you or the Franchise Business, due to the business you conduct (except for our income taxes). You are responsible for paying these taxes and must reimburse us for any taxes that we pay to any federal, state, or local taxing authority on account of your operations or payments that you make to us.

We may, but have no obligation to, advise you on legislative or other legal developments that may affect the Franchise Business. Any information we provide to you does not relieve you of your responsibility to consult with your own legal advisors regarding laws applicable to the Franchise Business. You acknowledge that you are solely responsible for complying with all laws applicable to the Franchise Business.

8.17 *Separate Identification of Franchise Business.*

You must identify the Franchise Business as a separate business by filing an assumed name certificate as appropriate in the state and/or county of Franchise Location. You must conspicuously post at the Franchise Location a notice to the effect that the Franchise Business is independently owned and operated by you and not by us. You must conspicuously identify yourself in all dealings with customers, suppliers, public officials, your employees, and others as the owner of the Franchise Business under a franchise granted by us and place notice of independent ownership on the forms, business cards, stationery, advertising, job postings, employment applications, and other materials specified by us.

8.18 *Participation in Franchisee Advisory and other Committees.*

We may establish committees of franchisees to advise us on various matters involving the Franchise Systems. You will be eligible to participate on those committees, in accordance with the rules established by us and each committee, but only if you are a franchisee-in-good-standing at that time and have been a franchisee-in-good-standing for the six (6) month period before serving on the committee. In order to be a franchisee-in-good-standing, you must be: (a) current in all obligations to us and our affiliates; and (b) operating in accordance with all requirements of the Franchise Systems, including requirements relating to quality, cleanliness and service.

ARTICLE 9 – ADVERTISING

9.1 *Grand Opening Advertising.*

You agree to spend an amount of Thirty Thousand and 00/100 Dollars (\$30,000.00) to One Hundred Thousand and 00/100 Dollars (\$100,000.00) to conduct grand opening advertising and promotions; the precise amount that you must spend on grand opening advertising will be specified by us in writing. The grand opening advertising and promotions must be conducted in accordance with a plan that you must submit to us. We have the right to modify your plan and may require you to use a public relations firm to assist with your grand opening. The grand opening advertising and promotions must occur within the period at least as early as the opening of the Franchise Business and ending approximately six (6) weeks after the opening of the Franchise Business. The amount you must spend on grand opening advertising and promotions is separate from and in addition to your other advertising obligations.

9.2 *Administration of Brand Development Fund.*

We may require you to make contributions to the Brand Development Fund as provided in Section 4.3. You acknowledge and agree that we are not obligated to continue a Brand Development Fund and may suspend contributions to our operations of the Brand Development Fund or terminate the Brand Development Fund (or reinstate the Brand Development Fund if it is terminated). We will administer and control the Brand Development Fund in our sole discretion. We may use the Brand Development Fund to: maximize general public recognition and patronage of the Franchise Marks and ClusterTruck® Kitchens; formulate, develop and produce marketing, advertising, and sales support materials for use by franchisees; conduct marketing, advertising, and promotional programs on a national, regional, or local level; provide marketing support services to franchisees; develop, maintain, and support the Franchise Technology and “Digital Marketing” (defined in Section 9.7) for us and/or franchisees; obtain public relations services; obtain marketing and advertising services from third parties to administer, create, distribute, place, publish, or otherwise provide marketing products and services to the Brand Development Fund and to develop and implement Franchise Technology and Digital Marketing; pay the expenses of the Brand Development Fund, including without limitation, salaries and other employment expenses of our marketing staff, administrative costs, overhead, and other expenses we incur in connection with the administration of the Brand Development Fund; and other uses determined in our discretion.

We are not required to spend your Brand Development Fund contributions to place advertising in your market or in any specific media. All expenses of the Brand Development Fund will be paid from the Brand Development Fund. The Brand Development Fund may borrow money and interest on those loans may be deducted from the Brand Development Fund. The Brand Development Fund will not be used for marketing that is principally a solicitation for the sale of franchisees but the Brand Development Fund may be used for ancillary or incidental uses for the solicitation or sale of franchises by us or other franchisees, including an area on our website or on print advertisements created or distributed by the Brand Development Fund or an advertising cooperative. We will submit to you, on request, an annual report of the receipts and disbursements of the Brand Development Fund, which may be unaudited and prepared by us and provided in a manner we specify. Neither we nor an agency engaged by us will be liable for consequential or incidental damages resulting from administration of the Brand Development Fund or resulting from any marketing or advertising materials produced or placed by or on behalf of us or you, including any claims for loss of business.

We may, in our discretion, administer the Brand Development Fund for some or all markets by disbursing a portion of the Brand Development Funds to one or more individual franchisees or cooperative groups of franchisees for advertising expenditures in their markets. You must spend any of those disbursements to you on local or regional advertising and media as we determine. You must document these advertising expenditures at the times and in the manner specified by us.

We will use reasonable efforts to spend Brand Development Fund fees contributed to the Brand Development Fund during the fiscal year in which the contributions are made, taking into account reasonable reserves for advertising promotions and campaigns, repayment of debt, and other reasonable business needs in the next fiscal year. If we spend less than the total amount of funds available in the Brand Development Fund during any fiscal year, we will spend the unused funds during a future fiscal year. If we spend an amount greater than the amount available to the Brand Development Fund, and we have contributed the additional amounts to the Brand Development Fund, we will be entitled to be reimbursed by the Brand Development Fund for all those excess expenditures.

The Brand Development Fund is established as a separate banking account and monies received for the Brand Development Fund are accounted for separately from our other funds. There is no fiduciary or trust relationship created by our administering the Brand Development Fund. We have the right to incorporate the Brand Development Fund or manage the Brand Development Fund through a separate entity whenever we deem appropriate. We may assign some or all of our rights and duties related to the Brand Development Fund to the separate Brand Development Fund entity. We may change the separate Brand Development Fund entity or assign management of the Brand Development Fund back to us at any time in our discretion. Regardless of the entity, you consent to the automatic withdrawal of Brand Development Fund fees by electronic funds transfer on a weekly basis in the same manner as Royalty. We anticipate all of our franchisees will contribute to the Brand Development Fund, although there is no prohibition against us charging higher or lower rates for future franchisees. We also may forgive, waive, settle, or compromise claims by or against the Brand Development Fund. We may defer or reduce a franchisee's contribution based on the peculiarities of a particular territory or circumstance, existing business practices or other factors that we deem to be important to the operation of any ClusterTruck® Kitchen or the Franchise Systems. If we terminate the Brand Development Fund, we will distribute all unused monies to the contributors in proportion to their respective contributions during a pre-determined period.

9.3 Minimum Local Advertising.

You must spend a minimum of two percent (2%) of your Gross Sales for advertising in your local market each calendar quarter. You must provide us with documentation, at the times and in the form and manner specified by us, to prove that you spent the required amount on local advertising or, in our discretion, we may require you to pay the minimum local advertising amounts to us for advertising in your local market. If we require you to pay the minimum local advertising amounts to us, we may use these amounts, in our discretion, for local advertising and promotion for you (including but not limited to Digital Advertising, flyers, promotions, mailers, etc.) or as part of joint advertising or cooperative advertising described in Section 9.4. Your minimum local advertising requirement is separate from and in addition to your obligations for grand opening advertising and for contributions to the Brand Development Fund. If we require you to pay the minimum local advertising amounts to us, we will submit to you, on request, an annual report of the receipts and disbursements of those amounts, which may be unaudited and prepared by us.

9.4 Joint Advertising and Advertising Cooperatives.

We may designate a local, regional or national advertising area that includes a group of Kitchens (an "Advertising Area"). If your Franchise Business is in a designated Advertising Area, you must participate in and pay your proportionate cost of any joint advertising programs specified by us for that Advertising Area.

In addition, we may require an advertising cooperative to be formed and operated in an Advertising Area. If your Franchise Business is within that designated Advertising Area, you must join, maintain a membership in, and sign and abide by the cooperative agreement for the advertising cooperative in that Advertising Area. Each advertising cooperative must adopt a cooperative agreement governing the organization and operation of the advertising cooperative. If specified by us, the cooperative agreement must require contributions to the advertising cooperative to be paid to us or to the advertising cooperative by electronic funds transfer. We must approve the structure of the advertising cooperative as well as the cooperative agreement and any changes to that agreement. The cooperative agreement must be submitted to us for prior approval. If we have not approved the cooperative agreement in writing within fourteen (14) days after receipt, the cooperative agreement will be deemed not approved. If the members of the advertising cooperative do not adopt and sign an approved cooperative agreement within thirty (30) days after we designate the Advertising Area for the advertising cooperative, the advertising cooperative must adopt and you must sign our then current recommended cooperative agreement. The cooperative agreement cannot modify the terms of this Agreement but may require you to make contributions to the advertising cooperative in addition to any Brand Development Fund contributions you are required to make to us. You must make contributions to the advertising cooperative at the times and in the amounts as determined by the advertising cooperative. Each Kitchen in the advertising cooperative (including Kitchens operated by us or our affiliates) will have one vote on matters before the advertising cooperative. Decisions will be made as provided in the cooperative agreement, or if not otherwise specified, based on a majority of the votes entitled to be cast by the members of the advertising cooperative. Any franchisee holding an officer, management, executive, or committee position with the advertising cooperative must be a franchisee-in-good-standing as defined in Section 8.15 of this Agreement. The administration, costs, and expenses of each advertising cooperative will be the responsibility of the advertising cooperative. The advertising cooperative will be responsible for the collection of contributions from its members and we will not be responsible to you if other franchisees in the advertising cooperative fail to pay contributions or to otherwise abide by the cooperative agreement or the decisions of the advertising cooperative. We will have the authority to form, change, dissolve, or merge advertising cooperatives.

All advertising or promotional programs and materials used by an advertising cooperative or furnished to the members of the advertising cooperative must be approved in advance by us under Section 9.6 and must comply with the other requirements of Section 9.6. We may require an advertising cooperative to work with us or an agency designated by us in coordinating and placing local, regional or national advertising for the members of the advertising cooperative.

9.5 Limits on Your Local Advertising Obligations.

The amounts you spend for joint advertising and cooperative advertising specified by us will apply to your minimum local advertising obligation under Section 9.3. Except for grand opening advertising under Section 9.1, you will not be required to spend more than five percent (5%) of your Gross Sales per quarter for local advertising, joint advertising, and cooperative advertising specified by us unless you agree otherwise. This limit does not apply to Brand Development Fund contributions paid to us under Section 4.3.

9.6 Advertising by You; Approval of Advertising Materials.

We have the right to set advertising policies and procedures that you must follow. These advertising policies and procedures may include required promotions, limiting marketing to a certain area so that you are not directing marketing to another franchisee's area, and limiting the type of marketing that you may use.

All advertising by you in any medium, including signage, must be factual and dignified, must conform to our standards and specifications, and to the highest standards of ethical advertising practice, and must be approved by us in writing before it is used. You must submit to us for approval all marketing and promotion materials, including signage, prepared by you for the Franchise Business and not prepared by or previously approved by us. These materials must be submitted at least fourteen (14) days before use. We have the right to disapprove the use of any advertising materials by you at any time. You must discontinue the use of advertising materials immediately on receipt of our written notice, even if we previously approved the use of advertising materials. You must not use any advertising materials not approved by us. You agree to refrain from any business or advertising that may be injurious to our business or the goodwill associated with the Franchise Marks and Franchise Systems and other Kitchens. You are not allowed to advertise any products or services for your business using the Franchise Marks except the Approved Products.

If specified by us, all of your advertising must contain notices of: (a) our website domain name or other Digital Marketing specified by us; and/or (b) a statement regarding the availability of ClusterTruck® Kitchen franchises. To the extent possible, you must include the following language in all advertising: "Each ClusterTruck® Kitchen is independently owned and operated."

9.7 Digital Marketing.

Your use of the Internet, email, websites, social networks, wikis, podcasts, online forums, content sharing communities, blogging, other social media accounts or participations (including, without limitation, Facebook, X, LinkedIn, YouTube, Pinterest, and Instagram, Snapchat, TikTok, Threads, and all other social media platforms now existing or later created), mobile technology, and other digital media, digital coupons, keyword or adword purchasing programs, search engine optimization, search engine marketing, marketing using other forms of digital media, and toll-free telephone numbers ("Digital Marketing") in connection with the operation, advertising, and marketing of your Franchise Business is subject to the trademark, advertising, marketing, and other requirements of this Agreement and the Brand Standards Manual. You must not use any Digital Marketing in connection with the Franchise Business, except with our written consent and then only in accordance with any policies and procedures specified by us. We have the sole right to control all Digital Marketing used to promote Kitchens (including the Franchise Business) and/or associated with the Franchise Marks. If we authorize you to use Digital Marketing, we may require you to only use Digital Marketing through central accounts established by us. You must provide us with login, password, administrative password, security codes, and other information necessary for us to access and use (including use for marketing to your customers) any Digital Marketing accounts we authorize you to use. We have the right to control all responses to postings by customers and/or the public on Digital Marketing platforms relating to the Franchise Business.

ARTICLE 10 – REPORTS, ACCESS AND AUDIT, CUSTOMER LISTS

10.1 Reports and Financial Statements.

You must use the standard reporting systems and forms specified by us. You must submit to us a complete statement of Gross Sales and other information specified by us for the reporting

periods and on the forms specified by us. You must provide us with copies of all sales or similar tax returns, annual income tax returns, monthly profit and loss statements, monthly balance sheets, monthly inventory statements, and annual financial statements. You must provide copies of monthly statements or reports to us within fifteen (15) days of the end of each month and copies of annual statements or reports within thirty (30) days of the end of your fiscal year. We may specify other requirements relating to reporting in the Brand Standards Manual. Your failure to timely provide required reports or financial statements may result in liquidated damages amounts being assessed against you under Section 15.7.

You agree that we may receive information directly from suppliers and you authorize your suppliers to provide information directly to us. You agree to sign separate authorizations or additional documents requested by suppliers or that we deem necessary for us to obtain information directly from suppliers.

All financial or other statements, reports, and/or records provided by you under this Article 10 shall be accompanied by a certificate signed by your chief financial officer, or comparable executive, to the effect that such statements, reports, and/or records fairly and accurately reflect the matters reported therein and are complete and correct. We may disclose your financial records in future Franchise Disclosure Documents and reporting analyses presented to third parties and to our actual and potential lenders. Also, we may share information in your financial or other statements, reports, and/or records with other franchisees or prospective franchisees in the ordinary course of our business as a tool to improve the ClusterTruck® franchise system's volume of business and as required to support any financial performance representation we make in our Franchise Disclosure Document.

10.2 Records.

You must keep complete and correct books of account, business records, and records of Gross Sales, in accordance with the procedures specified by us and in accordance with generally accepted accounting principles. You must keep all of your business records for the greater of: (a) seven (7) years; or (b) the time period specified by any applicable federal, state or local law or regulation.

10.3 Inspection; Shopping Service.

We and our designated agents have the right, at any reasonable time and without prior notice, to: (a) inspect the Franchise Business; (b) confer with you; and (c) inspect your equipment, signage, fixtures, furniture, and operating methods. We may require that you furnish your customers with an evaluation form specified by us pre-addressed to us. Also, we may require that you maintain a comment box at the Franchise Location, which may only be opened by us. You must fully cooperate with our representatives making any inspection or observing the work of you and your employees or retrieving information from the comment box.

We may ourselves or through a third-party shopping service evaluate the operation and quality of the Franchise Business, including the food quality, drink quality, inventory availability, customer service, cleanliness, merchandising, franchise compliance and proper use of the Franchise Technology. We may use service evaluations to inspect the Franchise Business at any time at our expense, without prior notification to you. We may make the results of any service evaluation available to you, in our sole discretion.

You must take action as may be necessary to immediately correct any deficiencies detected during any inspection by us or agents. If you fail to make these corrections within a reasonable

period of time, we will have the right, but not the obligation, to correct any deficiencies that may be susceptible of correction, including removal from the premises of any non-conforming products, fixtures, furnishings, equipment, supplies, advertising, or promotional materials and signs, and to charge you a reasonable fee for any expenses we incur in correcting the deficiencies. You must also reimburse our cost for any repeat inspections deemed necessary, in our discretion, based on previously identified repeat inspections, or of any necessary third-party safety or quality inspections. Your violations of this Agreement or our specifications observed in any inspection or other evaluation may result in liquidated damages amounts being assessed against you under Section 15.7.

10.4 Our Right to Access Records and Audit.

We or our designated representatives may at any reasonable time examine and copy your books, records, and tax returns. We may, and reserve the right to, require you to use the professional services of an accountant or accounting firm in connection with preparing your books, records, and tax returns. You hereby waive any accountant-client privilege to allow your accountant or accounting firm to disclose to use information required to be disclosed under this Agreement. You agree and consent to our use of the financial information of your Franchise Business and financial or other statements, reports, and/or records you provide to us in future franchise disclosure documents. We also may, on five (5) days written notice to you, have an independent audit made of your books and records. If an audit reveals that you have understated your Gross Sales in any report to us, you must immediately pay us the amount due on the understated amount on demand, in addition to any interest and late charges under Section 4.8 from the date originally due to the date paid.

We will conduct the audit at our expense; however, if an audit is made necessary by your failure to furnish reports, financial statements, or tax returns, or discloses an understatement of three percent (3%) or more of the Gross Sales of your Franchise Business, in any report, then you must pay for the costs of the audit, including any travel expenses, meals, lodging and compensation of our employees or agents and reasonable accounting and attorney's fees.

You understand that nothing contained in this Section constitutes our agreement to accept any payments after they are due or a commitment by us to extend credit to or otherwise finance the operation of your Franchise Business. Your payment of our expenses and/or late charges and interest are not our sole remedies in those circumstances and this Agreement may be subject to termination under Article 15.

10.5 Notices of Certain Events.

You must notify us in writing of the details of any of the following events, within one (1) business day of the occurrence of the event:

(a) The start of any civil or criminal action, suit, countersuit or other proceeding against you or any Owner, Designated Owner, or the General Manager.

(b) You, any Owner, Designated Owner, or the General Manager receives a notice of noncompliance with any law, rule, or regulation.

(c) The issuance of any conviction or plea of guilty or no contest in a criminal matter, order, writ, injunction, award, or decree of any court or other tribunal, any agency, or other governmental organization against you, any Owner, Designated Owner, or the General Manager.

(d) Any governmental department or agency begins an investigation of the Franchise Business, schedules a review, inspection, or audit of the Franchise Business, issues a complaint, report, warning, certificate, or rating concerning you or the Franchise Business, or takes any action against the Franchise Business.

You must provide us with any additional information we request, within five (5) days of request, about the status, progress or outcome of any of the events listed in this Section. Your failure to provide the notice and/or additional information required by this Section will be considered a material default under this Agreement.

10.6 Customer Personal Data.

If we request, you must provide us with all Customer Personal Data and other information about your customers. Customer Personal Data must be provided in the manner and format specified by us, which may include having you deliver written or electronic copies or our remotely accessing the information on your computer systems. We may also access and obtain the Customer Personal Data from your records (including computer records) and from software and other service providers that can provide us access to that information.

ARTICLE 11 – INTELLECTUAL PROPERTY

11.1 Intellectual Property Defined.

Our and our Licensor's intellectual property includes: (a) the Marks (including but not limited to the Franchise Marks); (b) the Trade Dress (including but not limited to the Franchise Trade Dress); (c) the Systems (including but not limited to the Franchise Systems); (d) any present or future copyrights relating to the Systems or the ClusterTruck® Kitchen concept, including, but not limited to, the Brand Standards Manual and marketing materials; (e) any present or future inventions, patents, and patents pending that are part of the Systems; (f) the Confidential Information (defined in Section 12.1); and (g) any other proprietary rights, trade secrets, methods, or procedures that are part of the Systems (collectively referred to in this Agreement as the "Intellectual Property").

11.2 Acknowledgements; No Contesting Our Rights.

You acknowledge the validity of the Intellectual Property and that we, our affiliates, and ClusterTruck Holdings, LLC ("Licensor"), which has licensed us the right to use and sublicense the Intellectual Property according to the terms of this Agreement, are the exclusive owners of the Intellectual Property. You agree that any further rights or goodwill that may develop in any of the Intellectual Property in the future will inure solely to the benefit of us, our affiliates, and Licensor. You do not now and will not in the future assert a claim to any goodwill, reputation, or ownership of the Intellectual Property by virtue of your non-exclusive license to use the Intellectual Property or for any other reason. Nothing in this Agreement gives you any right, title, or interest in or to any of the Intellectual Property, except a mere privilege and license during the term of this Agreement, to display or use the Intellectual Property according to the terms and conditions of this Agreement. During the term of this Agreement and after its expiration or termination, you agree not to directly or indirectly contest our, our affiliates', or Licensor's ownership, title, right, or interest in or to, or our license to use, or the validity of the Intellectual Property, or contest our, our affiliates', and Licensor's sole right to register, use, or license others to use the Intellectual Property. You acknowledge that Licensor retains the right to independently enforce the terms of this Agreement relating to your use

of the Intellectual Property consistent with our Brand Standards Manual.

11.3 Use of Intellectual Property.

You must use the Intellectual Property only in accordance with our rules. You must use the Intellectual Property only in connection with the operation of the Franchise Business pursuant to the Franchise Systems and only in the manner specified in this Agreement or by us. You must operate the Franchise Business under the Franchise Marks and you must not use any other name or mark in connection with the Franchise Business without our prior written consent. You must not use the Intellectual Property in connection with any products or services not specifically authorized by us in writing. You must take reasonable steps to prevent disclosure of this information to others. We require that all of your individual owners (if you are a business entity) sign an agreement relating to confidentiality and/or non-competition related to the Franchise Systems, approved by us and we have the right to be a third-party beneficiary of that agreement with independent enforcement rights. You must not reproduce or cause to be reproduced any Franchise Marks in any manner, including reproduction on forms or invoices, in connection with advertising, marketing or promotion, or on the Internet or in an Internet domain name, in connection with a website, or in connection with any Digital Marketing, without our prior written consent. You must not use the Franchise Marks in your business, corporate, partnership, or limited liability company name. However, you must register to do business under the assumed business name of "ClusterTruck®" with an additional designation as determined by us to distinguish the assumed name from other Kitchens (for example: "ClusterTruck® of _____") as authorized in Appendix B.

On expiration or termination of this Agreement, we may, if you do not do so, sign in your name and on your behalf, any documents necessary in our judgment to end and cause discontinuance of your use of the Franchise Marks and you irrevocably appoint and designate us as your attorney-in-fact for that purpose.

11.4 Defense of Intellectual Property.

You must promptly notify us of any claim, suit, or demand against you on account of any alleged infringement, unfair competition, or similar matter relating to your use of the Intellectual Property. We will then take action as we deem necessary and appropriate to protect and defend you against the claim by any third party. You must not settle or compromise any claim by a third party without our prior written consent. We will have the sole right to defend, compromise, or settle any claim, in our discretion, using attorneys of our choosing, and you agree to cooperate fully with us in connection with the defense of the claim. You may participate at your own expense in the defense or settlement, but our decisions with regard to the Intellectual Property will be final. We do not have an obligation under this Agreement to participate in your defense or to indemnify you for expenses or damages in a proceeding involving Intellectual Property licensed to you.

11.5 Prosecution of Infringers.

You must promptly notify us if you receive notice or are informed or learn that any third party, who you believe is using the Intellectual Property or any name or mark confusingly similar to the Franchise Marks without our authorization. We will then, in our sole discretion, determine whether or not we will take any action against the third party on account of the alleged infringement of the Intellectual Property. You will not have any right to make any demand against any alleged infringer or to prosecute any claim of any kind or nature whatsoever against the alleged infringer for or on account of the infringement. If we choose to prosecute any infringement of the Intellectual Property, you must sign all documents and do all acts necessary or incidental to that action as our counsel may reasonably request. We do not have an obligation under this Agreement to take affirmative

action when notified of infringement. We will have exclusive rights in any damages awarded or recovered in any prosecution of an infringement claim related to the Intellectual Property and we will not have any obligation to share any awards or recoveries with you.

11.6 *Modification or Substitution of Intellectual Property.*

We may change the authorization to use the Intellectual Property contained in this Agreement, including adding, discontinuing or modifying Intellectual Property, or substituting different Intellectual Property, by issuing, in a written notice, a description of the changes and the products or services to which they relate. You must use and abide by these changes or substitutions at your expense. We may make the changes because of the rejection of any pending registrations or the revocation of any existing registrations of the Intellectual Property, or due to the rights of senior users, or for other business reasons, except we will make the changes in the Intellectual Property on a uniform basis for all similarly situated Kitchens in a particular market. All ideas, concepts, techniques, or materials concerning the Franchise Systems, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the system and works made-for-hire for us. To the extent that any item does not qualify as a “work made-for-hire” for us, you assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing an assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

11.7 *Innovations.*

All ideas, concepts, techniques, variations, improvements, marketing programs, techniques, materials or other intellectual properties that relate to or enhance the Franchise Business or the Systems (“Innovations”), whether or not protectable intellectual property and whether created by or for us or by or for you, must be promptly disclosed to us and will be our sole and exclusive property, part of the Franchise Systems, and works made-for-hire for us. You hereby permanently and irrevocably assign ownership of the Innovations, and all related rights to the Innovations, to us to the extent the Innovations do not qualify as a “work made-for-hire” for us. You agree to take whatever action (including signing an assignment or other documents) that we request to evidence our ownership of the Innovations or to help us obtain intellectual property rights in them.

ARTICLE 12 - CONFIDENTIAL INFORMATION

12.1 *Confidential Information Defined.*

You acknowledge that prior to or during the term of this Agreement we may disclose to you, either orally or in writing, or you may otherwise obtain, certain proprietary and/or non-public information, data, and facts relating to developing and operating a Kitchen, your Franchise Business, and/or the Franchise Systems(the “Confidential Information”). The Confidential Information includes, without limitation, all information, data, and facts constituting or relating to:

(a) The Brand Standards Manuals and all information, guidance, and instructions contained therein, training methods and materials, written directives, menus, recipes, food and beverage preparation techniques and other techniques, processes, policies, procedures, systems and all specifications and data related to the operation of a Kitchen under the Franchise Systems;

(b) Any knowledge and experience relating to ClusterTruck® Kitchens;

- (c) Advertising, marketing techniques and strategies, and advertising programs used in developing and operating ClusterTruck® Kitchens;
- (d) All information regarding the identities and business transactions of customers, suppliers, and vendors, including but not limited to customer information, sources of supplies, inventory, and equipment, pricing paradigms for sources of supply and all information pertaining to the same;
- (e) Computer software and similar technology and systems that have been or may be developed by or for us, our affiliates, or our agents, which is proprietary to us, including digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;
- (f) Financial information, including but not limited to knowledge of the operating results and financial performance of ClusterTruck® Kitchens;
- (g) New ventures, projections, analyses, pending projects and proposals, and product research and development information;
- (h) The subjects and content of all conversations, communications, and correspondence between us and you and any Owners;
- (i) All Customer Personal Data obtained and processed by you through the development and operation of your Franchise Business;
- (j) Other aspects of the Franchise Systems now or later revealed to you under this Agreement and all changes and enhancements in the Franchise Systems, even if developed by you; and
- (k) Other property and information that we describe as being Confidential Information.

12.2 Ownership and Use of Confidential Information.

You acknowledge that we own the Confidential Information. You agree that you will not acquire any interest in the Confidential Information, other than the right to use it as we specify solely for the purpose of establishing and operating the Franchise Business during the term of this Agreement. You acknowledge and agree that the Confidential Information is proprietary to us and is disclosed to you in confidence only on the condition that you and your shareholders, officers, directors, partners, members, managers, owners, investors, employees, and agents, "Family Members" (defined in Section 13.4), and affiliates agree that they will:

- (a) Not use the Confidential Information in any business or capacity other than in the Franchise Business as authorized by this Agreement and our Brand Standards Manual, both during the term of this Agreement and after expiration or termination of this Agreement;
- (b) Keep each item deemed to be part of the Confidential Information absolutely confidential, both during the term of this Agreement and after expiration or termination of this Agreement, including but not limited to not sharing, disclosing, transmitting, broadcasting, publishing, or permitting access to the Confidential Information with any party

not bound by confidentiality and nondisclosure, and with respect to whom we have not provided our prior written authorization;

(c) Not make unauthorized copies, recordings, compilations, or reproductions of any Confidential Information disclosed via electronic medium or in written or other tangible form;

(d) Adopt and implement technical and organizational procedures to prevent unauthorized use or disclosure of, or access to, Confidential Information, including restricting all use or disclosure of, or access to, Confidential Information to parties bound by equivalent confidentiality and nondisclosure obligations as provided under this Agreement, and for whom we have provided our prior written authorization; and

(e) Require your employees, contractors, service providers, consultants, agents, and any other person or entity that you share, disclose, or provide access to Confidential Information to, to sign an agreement relating to confidentiality and/or non-competition in a form approved by us before revealing any aspect of the Confidential Information. We have the right to be a third-party beneficiary of those agreements with independent enforcement rights.

(f) On the expiration or termination of this Agreement or the transfer of the Franchise Business, immediately cease using any and all of the Confidential Information in any business or otherwise and return to us all copies of all Confidential Information in your possession.

You acknowledge and agree that you will be liable to us for any use, transfer, disclosure, retention, or reproduction of the Confidential Information not authorized by this Agreement. If you or your shareholders, officers, directors, partners, members, managers, owners, investors, employees, and agents, Family Members receive notice of any request, demand, or order to transfer or disclose all or any portion of the Confidential Information, you shall immediately notify us thereof, and shall fully cooperate with and assist us in prohibiting or denying any such transfer or disclosure. Should such transfer or disclosure be required by a valid, final, non-appealable court order, you shall fully cooperate with and assist us in protecting the confidentiality of the Confidential Information to the maximum extent permitted by law.

ARTICLE 13 – RESTRICTIONS ON COMPETITION

13.1 *Covenant Not to Compete During Term.*

You and your shareholders, officers, directors, partners, members, managers, owners, investors, Family Members (defined in Section 13.4) and affiliates must not, during the term of this Agreement engage in any activity in competition with us or our franchisees and licensees, including involvement, whether as an owner (except ownership of no more than 1% of a publicly traded entity), director, officer, member, manager, employee, consultant, lender, representative or agent, or in any other capacity, or otherwise in any business that is involved, in whole or in part, in a "Competing Business" (defined in Section 13.4), (except other Kitchens operated under franchise agreements entered into with us), or in any business or entity that franchises, licenses, or otherwise grants to others the right to operate a Competing Business, unless you have received our prior written approval.

13.2 Covenant Not to Compete After Term.

On the termination (including termination on transfer), expiration, or non-renewal of this Agreement, you and your shareholders, officers, directors, members, managers, partners, owners, investors, Family Members, and affiliates, must not, for a period of two (2) years commencing on the later of the effective date of termination, expiration, or non-renewal, or the date of any Court order enforcing this provision, directly or indirectly, engage in any activity in competition with us or our franchisees and licensees, including involvement, whether as an owner (except for ownership of no more than 1% of a publicly traded entity), partner, director, officer, member, employee, consultant, lender, representative, or agent, or in any other capacity in any business that is involved, in whole or in part, in a Competing Business or in any business or entity that franchises, licenses, or otherwise grants to others the right to operate a Competing Business; provided that, the restrictions in this Section will only apply within the "Geographic Areas" (defined in Section 13.4).

13.3 Other Restrictions.

You and your shareholders, officers, directors, partners, members, managers, owners, and investors, Family Members, and affiliates, must not, during the term of this Agreement and for a period of two (2) years after termination, expiration, or non-renewal of this Agreement, directly or indirectly: (a) divert or attempt to divert any business or customer of the Franchise Business or any other Kitchen to any Competing Business by direct or indirect inducements or otherwise; (b) sponsor, appoint, or encourage or influence or promote friends, relatives, or associates to operate a Competing Business; or (c) employ any person or furnish of permit access to our Confidential Information to any person who is engaged or has arranged to become engaged in any activity in competition with ClusterTruck® Kitchens, including involvement, either as an owner (except no more than 1% of the publicly traded securities of an entity), partner, director, officer, member, manager, employee, consultant, lender, representative, or agent, or in any other capacity, of any business that is involved, in whole or in part, in a Competing Business or in any business or entity that franchises, licenses, or otherwise grants to others the right to operate a Competing Business.

13.4 Definitions of Competing Business, Geographic Areas, and Family Members.

The following definitions will apply to this Agreement:

(a) "Competing Business" means any business that is the same or similar to a ClusterTruck® Kitchen, including any delivery or ghost kitchen or restaurant concept offering for delivery or pick-up any of the Designated or Approved Products or Services, or other products and services that may be offered by ClusterTruck® Kitchens now or in the future.

(b) "Geographic Areas" means: (i) the Franchise Location; (ii) the area within twenty-five (25) miles of the Franchise Location; and (iii) the areas within twenty-five (25) miles of any other ClusterTruck® Kitchen existing or in development at the time you begin to operate the Competing Business.

(c) "Family Members" means all individuals with any of the following relationships with you or any of your shareholders, officers, directors, partners, members, managers, owners, investors, and affiliates: (i) spouse; (ii) children; (iii) grandchildren; (iv) stepchildren; (v) parents; (vi) siblings; (vii) spouse's parents; and (viii) spouse's siblings.

13.5 Acknowledgements and Agreements Relating to Restrictions on Competition.

You acknowledge and agree that the length of the post-term restrictions and the geographical restrictions contained in this Article are fair and reasonable and that we have attempted to limit your right to compete only to the extent necessary to protect the reasonable competitive business interests of us and our franchisees and licensees. If the above restrictions or any part of these restrictions are found to be invalid, this Article will be considered as imposing the maximum restrictions allowed under the applicable state law in place of the invalid restriction or part of the restriction. In addition, we reserve the right to reduce the scope of these provisions without your consent, at any time, effective immediately on notice to you.

If you are not an individual, your owners (stockholders, partners, members, etc.) will be bound by this Article 13 and must, contemporaneously with signing this Agreement, sign the Obligations and Representations of Owners attached as Appendix B to this Agreement and execute a separate Confidentiality and Nondisclosure Agreement and Covenant Not to Compete in a form provided by us.

ARTICLE 14 - TRANSFERS

14.1 General Rule.

This Agreement is personal to you and/or to your Owners. Accordingly, neither you, your Owners, nor any other person or entity owning direct or indirect interest in you, may, without our prior written consent, directly or indirectly or contingently, whether voluntarily or by operation of law, sell, assign, transfer, convey, license, bequest, distribute to a trust beneficiary, give away, pledge, mortgage, or otherwise encumber any interest in: (a) this Agreement; (b) the Franchise Business or any of the assets of the Franchise Business; (c) the Franchise Location; or (d) any equity or voting interest in you (if you are an entity). Any act or event described above in this Section or any other act defined as a transfer elsewhere in this Agreement is referred to as a “Transfer.” Any permitted Transfer must only be made in accordance with the provisions of this Article 14. You do not have the right to sublicense any of the rights granted by this Agreement. Any attempted Transfer not in accordance with this Agreement will have no effect and will constitute a breach of this Agreement.

14.2 Notice of Proposed Transfer; Right of First Refusal.

You or any of your owners (if you are an entity) or any legal heir or devisee of you or your owners (the “Seller”) who receives and desires to accept a *bona fide* offer from a third party to engage in a Transfer, must notify us in writing of the offer (the “Offer Notice”). The Offer Notice must describe the proposed Transfer in detail, including the name and address of the proposed purchaser, the nature of the Transfer, the consideration to be paid, and all other material terms and conditions of the Transfer. In addition to the Offer Notice, the Seller must also deliver copies of all documents to be executed in conjunction with the Transfer and any financial or other information as we may specify to reasonably inform us of the financial condition of the Franchise Business, including financial statements and tax returns of the Franchise Business.

We will have, for a period of thirty (30) days from the date of delivery of the information specified above, the right and option (“right of first refusal”), exercisable by written notice to the Seller, to purchase the Seller’s interest on the terms specified in the Offer Notice (modified as described below). We may designate a substitute purchaser to complete the Transfer. If the Transfer involves the purchase of stock or other ownership interests, we will have the option to purchase the assets of the Franchise Business instead for equivalent consideration. If the

consideration offered by the proposed purchaser is not all cash or cash equivalents (e.g. services), we may pay a reasonable equivalent in cash. If we are not able to agree with the Seller within a reasonable time on equivalent or substitute cash consideration, the determination will be made by appraisal using the method described in Section 20.3.

If we exercise our right of first refusal, the Transfer between Seller and us will be closed by the later of: (a) ninety (90) days after exercise of the right of first refusal; or (b) thirty (30) days after any necessary determinations of equivalent or substitute cash consideration. We will be entitled to customary warranties, closing documents, and post-closing indemnification.

If we do not exercise our right of first refusal and we consent to the proposed Transfer (subject to the conditions listed in Section 14.3), the Seller may complete the proposed Transfer, but only on the same terms as offered to us. However, the proposed Transfer must be completed within sixty (60) days after the expiration of our thirty (30) day right of first refusal period. If the Transfer is not completed within the sixty (60) day period, the Transfer will again become subject to our right of first refusal under this Section.

14.3 Conditions of Our Consent to Transfer.

If we do not exercise our right of first refusal under Section 14.2, the Seller may only engage in the proposed Transfer if we consent to the proposed Transfer. Before we will consent to a proposed Transfer, the conditions listed below, as well as any other reasonable conditions specified by us, must be fulfilled. If these conditions are met, we will not unreasonably withhold our consent to a proposed Transfer of the type permitted by this Agreement.

Before we will consent to a proposed Transfer, the following conditions must be fulfilled:

(a) The proposed transferee must follow the same application procedures as a new franchisee and must meet the same standards of character, business experience, financial strength, credit standing, health, reputation, business ability, experience, etc. as we have set for any new franchisee.

(b) The terms of the proposed Transfer must not place unreasonable burdens on the proposed transferee.

(c) You and the Seller must be in full compliance with all provisions of this Agreement and must pay us and all suppliers of the Franchise Business all monies owing.

(d) You and the Seller must sign at the time of Transfer an agreement terminating this Agreement (unless this Agreement will be assigned to the transferee--see subsection (f) below) and must sign an agreement, in the form specified by us, that releases us and our affiliates, owners, officers, directors, employees, and agents from any and all claims and causes of action.

(e) The proposed transferee must satisfactorily complete our initial training program. We may impose a reasonable charge for this training program.

(f) The proposed transferee must, at our option: (i) sign with us a Franchise Agreement and related agreements on the standard forms in use by us at the time of Transfer, which agreements would have a term equal to the term remaining under this Agreement and may contain terms materially different than the terms of this Agreement, including different royalty and Brand Development Fund contributions; or (ii) sign, with you,

an agreement satisfactory to us that includes an assignment by you of your rights under this Agreement and the assumption by the transferee of all your obligations under this Agreement. The owners of the proposed transferee must agree to be personally bound, jointly and severally, by all of the provisions of the new Franchise Agreement or this Agreement (if this Agreement is assigned).

(g) The proposed transferee must pay us the transfer fee specified in Section 4.7. The transfer fee must be paid at the time that we sign a consent to the proposed Transfer. The transfer fee is not refundable.

(h) You or the proposed transferee must take any action specified by us to make the Franchise Business comply with current appearance, Franchise Trade Dress, equipment, and signage requirements. We may require this action to be taken before the Transfer or within a specified period of time after the Transfer.

(i) The proposed transferee and its owners, shareholders, officers, directors, partners, members, investors, employees, and agents, and their Family Members and affiliates of the proposed transferee must not be an owner, shareholder, officer, director, partner, member, investor, employee, agent, or consultant of or to a business that competes with ClusterTruck® Kitchens. On our request, the transferee may be required to sign an acknowledgement of compliance with this prohibition.

(j) If the transfer involves installment payments by the transferee to the Seller, the Seller must sign a subordination agreement under which the Seller subordinates its right to receive any installment from the transferee to our right to receive all amounts due to us through the due date of the installment. The subordination agreement must be in a format and contain terms and conditions specified by us.

(k) Your landlord must allow the lease for the Franchise Location to be transferred to the transferee.

(l) You, the Seller, and the proposed transferee must comply with any other standard procedures specified by us.

You acknowledge that the conditions listed above are necessary for protection of the Franchise Marks and Franchise Systems and do not impose unreasonable restrictions on a Transfer. Our consent to any transfer shall not constitute a waiver of any claims we may have against the transferor or the proposed transferee's compliance with the terms and conditions of this Agreement.

14.4 Transfer on Death or Incapacity.

(a) If you are an individual and you die or become incapacitated, your rights under this Agreement will pass to the applicable estate, heirs, devisees, or legal representatives (collectively, the "estate"). The deceased or incapacitated individual's estate must:

(i) Ensure the Franchise Business is not closed for more than seven (7) days and is operated in compliance with applicable law;

(ii) Within ten (10) days of the death or incapacitation, appoint a replacement Designated Owner who satisfies our requirements set forth in Section 8.10, including but not limited to (1) successful completion of our initial training program; (2) execution of our approved confidentiality and non-competition agreement; and (3) execution of the Guaranty;

(iii) Within ten (10) days of the death or incapacitation, if the deceased or incapacitated individual was acting as General Manager, appoint a replacement General Manager who satisfies our requirements as set forth in Section 8.10, including but not limited to: (1) successful completion of our initial training program; and (2) execution of our approved confidentiality and non-competition agreement; and

(iv) Effectuate a Transfer of the Franchise Business to a qualified transferee approved by us within two hundred seventy (270) days from the date of the death or incapacitation. Any such Transfer shall be subject to our right of first refusal under Section 14.2 and our consent requirements under Section 14.3.

(b) If you are an entity and your last surviving Owner (necessarily the Designated Owner) dies or becomes incapacitated, the deceased or incapacitated Owner's estate must:

(i) Ensure the Franchise Business is not closed for more than seven (7) days and is operated in compliance with applicable law;

(ii) Within ten (10) days of the death or incapacitation, if the deceased or incapacitated Designated Owner was acting as General Manager, appoint a replacement General Manager who satisfies our requirements set forth in Section 8.10, including but not limited to: (1) successful completion of our initial training program; and (2) execution of our approved confidentiality and non-competition agreement;

(iii) Within ten (10) days of the death or incapacitation, appoint a replacement Designated Owner who satisfies our requirements set forth in Section 8.10, including but not limited to (1) successful completion of our initial training program; (2) execution of our approved confidentiality and non-competition agreement; and (3) execution of the Guaranty; and

(iv) Effectuate a Transfer of the Franchise Business to a qualified transferee approved by us within two hundred seventy (270) days from the date of the death or incapacitation. Any such Transfer shall be subject to our right of first refusal under Section 14.2 and our consent requirements under Section 14.3.

(c) If you are an entity with multiple Owners and the last surviving Designated Owner dies or becomes incapacitated, you must:

(i) Within ten (10) days of such death or incapacitation, appoint another Owner to serve as a Designated Owner who meets all requirements set forth in

Section 8.10, including but not limited to successful completion of our initial training program; and

(ii) Within ten (10) days of the death or incapacitation, if the deceased or incapacitated Designated Owner was acting as General Manager and the newly appointed Designated Owner will not act as General Manager, appoint a replacement General Manager who satisfies our requirements set forth in Section 8.10, including but not limited to: (1) successful completion of our initial training program; and (2) execution of our approved confidentiality and non-competition agreement.

(d) If, following the death or incapacity described in this Section 14.4, a qualified Designated Owner and/or General Manager has not assumed operational control of the Franchise Business in accordance with this Agreement, we may, at our option but without obligation, temporarily assume control of and operate the Franchise Business until such time as a qualified Designated Owner and/or General Manager assumes operational control or the applicable interest in the Franchise Business is Transferred to an approved transferee. During any period that we operate the Franchise Business, we may deduct our reasonable expenses from the Franchise Business's Gross Sales, including but not limited to expenses for payroll, travel, lodging, meals, and all other operational expenses and fees. Any remaining Gross Sales, after payment of all operational expenses, will be paid to you or the estate, as applicable. Any deficiency in amounts due to us or from operation of the Franchise Business must be paid by you or the estate within ten (10) days of our notice of such deficiency. We will not be responsible for any operational losses of the Franchise Business, nor will we be obligated to continue operation. You hereby irrevocably appoint and designate us as your attorney-in-fact for the purpose of taking operational control of the Franchise Business as provided in this Section. This power of attorney applies to all aspects of operation, including control over bank accounts, premises, and assets of the Franchise Business. You agree and direct that third parties, including landlords, banks, vendors, and employees, may rely on this power of attorney.

(e) Failure to comply with the requirements of this Section 14.4 shall constitute a material default under this Agreement.

14.5 Transfers to Controlled Entities.

If you are in full compliance with this Agreement, this Agreement may be assigned to an entity in which you own and will continue to own all the issued and outstanding stock, membership interest, partnership interest, or other ownership interests and in which you will act as its principal executive officer or manager ("Controlled Entity"), provided that:

(a) All owners of the Controlled Entity execute this Agreement and agree to be personally bound, jointly and severally, by all of the provisions of this Agreement;

(b) The Controlled Entity agrees to be bound by all the provisions of this Agreement and to assume and discharge all of your obligations under this Agreement; and

(c) The Controlled Entity will have no right to engage in a Transfer except in accordance with the provisions of Article 14.

14.6 Assignment by Us.

We may assign this Agreement and all of our rights, duties, and obligations under this Agreement to any person that we choose in our sole discretion without notice to you or approval by you or any other franchisee, at any time. If we assign this Agreement, we will be released from all of our obligations under this Agreement and you will look solely to our assignee for the performance of those obligations.

ARTICLE 15 – DEFAULT AND REMEDIES; TERMINATION

15.1 Default by Us; Termination by You.

We will be considered in default of this Agreement if we breach any of our material obligations under this Agreement and fail to cure that default within sixty (60) days of written notice from you. As a remedy for a default by us, you may elect to terminate this Agreement, but only if: (a) you are in full compliance with all terms of this Agreement; (b) you provide written notice to us specifying our default and the proposed date of termination; and (c) we committed the default and do not cure the default within sixty (60) days of written notice of the default from you. Your written notice of the default must specify in writing with particularity the nature of the default and the steps you request that we take to cure the default. Any attempt by you to terminate this Agreement without complying with the provisions of this Section will constitute a default by you.

15.2 Default by You.

You will be considered in default of this Agreement on the occurrence of any of the events listed in Sections 15.3 or 15.4 or otherwise listed as a default in this Agreement or if you breach any of your other obligations under this Agreement.

15.3 Events of Default by You; No Right to Cure.

Any of the following events will constitute a default by you and good cause for termination of this Agreement by us without affording you an opportunity to cure:

a) You or an Owner make any material misrepresentations or omissions to us or you submit to us any report or statement that you know or should have known is false or misleading.

(b) You or an Owner commit fraud against us or our affiliates or against any of your customers, suppliers, agents, or employees.

(c) You fail to have employees and agents sign an agreement relating to confidentiality and/or non-competition in a form approved by us.

(d) You or an Owner is convicted of, or pleads guilty or no contest to, or we have reasonable proof that you or an Owner has committed: (i) a crime, offense, or misconduct for which the minimum penalty includes imprisonment for more than one year; or (ii) any crime, offense, misconduct, or action for which the minimum penalty includes imprisonment

for one-year or less that involves fraud or dishonesty or is in any other way, as we believe and in our sole discretion, relevant to the operation of the Franchise Business or to the Franchise Systems or Franchise Marks or the goodwill associated with the Franchise Marks.

(e) You received two (2) or more prior notices of default and/or to terminate for the same or a similar default during any consecutive twelve (12) month period.

(f) You received three (3) or more prior notices of default and/or to terminate, whether or not for the same or similar default, during any consecutive twelve (12) month period.

(g) You or an Owner fail to attend two (2) or more mandatory meetings within any consecutive twelve (12) month period.

(h) You abandon the Franchise Business. Your abandonment will be conclusively presumed if you fail to open the Franchise Business for business: (i) for a period of two (2) consecutive business days without our prior written consent; or (ii) for a total of five business days within a calendar year.

(i) You or an Owner engage in excessive alcohol use, illegal drug use, or other substance abuse that interferes with the operation of the Franchise Business.

(j) You or an Owner engage in conduct that reflects materially and adversely on the operation or reputation of the Franchise Marks or Franchise Systems.

(k) Your lease is terminated or mortgage foreclosed by reason of your failure to pay rent or mortgage payments or for any other cause for which you are responsible.

(l) You lose the right to occupy the Franchise Location and fail to: (i) begin to immediately look for a substitute site; and (ii) locate a substitute site accepted by us and begin to operate the Franchise Business at that substitute site within 90 days.

(m) You are assessed liquidated damages under Section 15.7 three (3) or more times in a calendar year.

(n) You or any member of your team fails to complete the initial training program to our satisfaction, in our sole and unfettered judgment.

(o) You or an Owner fail to maintain an immigration status that allows any of the same to live and work in the United States.

(p) You, your affiliate, or an Owner defaults under any other agreement with us or our affiliate, or under any agreement with your landlord or any vendor to your Franchise Business, for which there is no opportunity to cure, or for which you, your affiliate, or an Owner has failed to cure.

(q) You fail to maintain at least one (1) Designated Owner and one (1) General Manager (if the Designated Owner is not acting as the General Manager) or fail to timely replace the same under Section 14.4.

15.4 Events of Default by You; Right to Cure.

Any of the following events will constitute a default by you and good cause for termination of this Agreement by us if you fail to cure the default during the applicable cure period specified in Section 15.5.

- (a) You fail to enter into a lease for the Franchise Location as required by this Agreement.
- (b) You fail to complete to our satisfaction any additional training that we may require.
- (c) You are unable to obtain, without extraordinary administrative proceedings or litigation, any permit or license necessary to develop and open the Franchise Business.
- (d) You or we have received a substantial number of complaints from customers relating to products or services provided by you or based on your acts or omissions.
- (e) You operate the Franchise Business in a manner that presents a health or safety hazard to your customers, employees, or the public.
- (f) You or an Owner do not or are unable to pay your debts or obligations as they become due or you file a voluntary petition in bankruptcy or are adjudicated bankrupt or insolvent or make an assignment for the benefit of creditors.
- (g) You or an Owner file any petition or other pleading seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, or you or an Owner permit the continuance for more than 30 days of any proceeding against you seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation.
- (h) You or an Owner seek, consent to, or acquiesce in the appointment of any trustee, receiver, or liquidator of your business, or all or a substantial part of your assets, or fail to vacate the appointment of any trustee, receiver, or liquidator for any purpose within 30 days of appointment.
- (i) You fail, within thirty (30) days of the entry of a final judgment against you in any amount exceeding Five Thousand and 00/100 Dollars (\$5,000.00), to discharge, vacate, or reverse the judgment or to stay execution on the judgment pending appeal or to discharge any judgment that is not vacated or reversed within thirty (30) days after the expiration of the stay of execution.
- (j) You allow a levy of execution to be made on the Franchise Business.
- (k) You fail to promptly pay your obligations to us, our affiliates, or third party suppliers as they become due, or you default under a lease or finance agreement for the real or personal property involved in the Franchise Business.
- (l) You fail to operate the Franchise Business in accordance with our uniform standards, including but not limited to failing to ensure your staff are properly trained, you

fail to meet current quality control standards according to the provisions of the Brand Standards Manual, or you fail to permit quality control checks and inspections by our representatives.

(m) You fail to purchase products and services for use in the Franchise Business from Designated or Approved Suppliers, as applicable.

(n) If you are an entity, any dispute, disagreement, or controversy between or among your Owners, stockholders, members, partners, directors, officers, or managers that materially and adversely affects the ownership, operation, management, or business of the Franchise Business.

(o) You, or your Owners, or your affiliates commit any other material breach of any of the terms of this Agreement or any other agreement entered into with us or our affiliates, including breach of covenants of confidentiality, restrictions on competition, or personal guaranties.

(p) You, your affiliate, or an Owner defaults under any other agreement with us or our affiliate, or under any agreement with your landlord or any vendor to your Franchise Business, in which you, your affiliate, or an Owner has an opportunity to cure, in which case the cure period under this Agreement shall coincide with the cure period of the other agreement;

(p) Any of your Owners cancels any guaranty of the obligations of this Agreement.

15.5 Termination by Us.

We have the right to terminate this Agreement before its expiration only for good cause and only in accordance with the requirements of this Section. Good cause for termination of this Agreement by us includes any default by you as defined in this Article 15 or elsewhere in this Agreement.

(a) On the happening of any of the events specified in Section 15.3, we may, at our option, terminate this Agreement effective on delivery of written notice to you without affording you an opportunity to cure (except as may be required by applicable law).

(b) On the happening of any of the events specified in Section 15.4 or elsewhere in this Agreement or for any other good cause, we may, at our option, terminate this Agreement effective on written notice to you and your failure to cure the defaults during the applicable cure period. Our written notice of termination to you must specify any defaults under this Agreement or other reasons for termination and the date the termination will be effective. The effective date of termination must be: (i) at least ten (10) days from the date of notice for defaults involving the failure to pay amounts owed to us or our affiliates; and (ii) at least thirty (30) days from the date of notice in all other instances. This Agreement will automatically terminate without further action by us on the date specified in the notice as the effective date of termination unless you completely cure all the defaults or other reasons for termination specified by us in the notice before the date specified in the notice as the effective date of termination.

15.6 *Our Right to Withhold Products and Support Services on Certain Defaults by You.*

We will have the right to refuse to sell products to you and to cause Designated or Approved Suppliers to refuse to sell products to you and/or to withhold our support services from you if you commit any of the following defaults: (a) you fail to make a payment to us or our affiliates for more than thirty (30) days after the due date of the payment; (b) you owe us or any Designated or Approved Supplier Five Thousand and 00/100 Dollars (\$5,000.00) or more in past due payments; or (c) you commit any other default under this Agreement and fail to cure the default within the applicable cure period. Our actions as authorized in this Section may continue until you have cured your defaults and will not suspend or release you from any obligation that you owe to us or our affiliates under this Agreement or otherwise. In addition, if you fail to satisfy all the conditions of renewal but continue to operate your Franchise Business after the end of the term of this Agreement, we have the right to refuse to sell products to you and to cause Designated or Approved Suppliers to refuse to sell products to you and/or to withhold our support services from you.

15.7 *Our Right to Charge Liquidated Damages for Certain Violations.*

You agree to pay us liquidated damages as a remedy for your failure to comply with contractual obligations and/or operational standards or procedures specified by us. Under our current policies, the liquidated damages are: (a) Two Hundred Fifty and 00/100 Dollars (\$250.00) for the first violation; (b) Five Hundred and 00/100 Dollars (\$500.00) for the second violation; and (c) One Thousand and 00/100 Dollars (\$1,000.00) for the third or more violation. The liquidated damages amounts and the violations to which they apply may be specified or revised by us in the Brand Standards Manual. The liquidated damages are intended to cover our damages suffered as a result of your violations. Those damages include our additional administrative expenses and damages arising from loss of uniformity, quality, reputation, or good will in the Franchise Systems. You agree that the imposition of the liquidated damages is reasonable. You also acknowledge and agree that the actual damages that would be sustained by us for the designated violations are incapable of calculation at the time of execution of this Agreement and that the liquidated damages amounts specified by us are a reasonable estimation of those damages. You must pay the liquidated damages in the manner specified in Section 4.11 within ten (10) days of our written notice to you.

15.8 *Other Remedies.*

Our exercise of any remedy as described in this Article 15 or elsewhere in this Agreement and/or enforcement of the provisions of Article 16 on termination or expiration of this Agreement will not affect or prejudice any other rights or remedies we may have for breach of this Agreement by you, whether those rights and remedies are contained in this Agreement or otherwise provided by law or equity. Our other rights and remedies may include an action for specific enforcement of this Agreement or other injunctive relief, an action for damages caused by the breach, or termination of this Agreement.

15.9 *Security.*

Until all payments are made and any damages, costs, and expenses incurred or suffered by us have been paid, we shall have, and you shall be deemed to have granted, a lien against any and all of the furnishings, fixtures, and equipment, and all other assets of the Franchise Business, and your interest in the Lease and the Franchise Location.

ARTICLE 16 - EFFECT OF TERMINATION OR EXPIRATION

16.1 *Your Obligations on Expiration or Termination.*

If this Agreement expires or terminates for any reason (including termination on a transfer), your rights to use the Intellectual Property and the Franchise Systems and all other rights associated with being an authorized ClusterTruck® franchisee will cease and you must do the following:

(a) You must immediately and permanently de-identify and discontinue the use of the Intellectual Property, the Confidential Information, the Franchise Systems, and any trademarks, names, and logos confusingly similar to the Franchise Marks or Franchise Trade Dress, and any other materials that may, in any way, indicate that you are or were a ClusterTruck® franchisee, or in any way associated with us.

(b) You must immediately discontinue all advertising placed or ordered. You must remove and deliver to us all sign faces, advertising and promotional material, letterhead, forms, and any other items containing the Intellectual Property or the Confidential Information. You are responsible for the cost of sign and other identification removal and the cost of shipping signs and other materials to us. If you remain in possession of the Franchise Location, you must alter the premises to distinguish the premises from the appearance of a Kitchen.

(c) You must cease all use and storing of the Brand Standards Manual, the Confidential Information, and all other proprietary business information provided by us, or which you otherwise obtained through your development and operation of the Franchise Business, and must return and/or transfer, or destroy if we require in our discretion, all copies of the Brand Standards Manual, the Confidential Information, and all other bulletins or other materials received from us containing information about the Intellectual Property and Kitchens.

(d) You must immediately and permanently cease to use all telephone and fax numbers, email addresses, website addresses, domain names, social media, and other electronic media that have been used in the Franchise Business (the “Telephone Numbers” and “Electronic Media”) and must assign these Telephone Numbers and Electronic Media to us. You acknowledge that as between you and us, we have the sole right to all Telephone Numbers and Electronic Media used in the Franchise Business and all written and online directory listings associated with the Franchise Business. You authorize us and appoint us and any of our officers as your attorney-in-fact, to direct the applicable service providers and all listing agencies to transfer those items to us or our agent or assignee if you fail or refuse to do so. You authorize the applicable service providers and all listing agencies to accept the direction in this Agreement as conclusive evidence of our exclusive rights in the Telephone Numbers and Electronic Media and directory listings and our authority to direct their transfer.

(e) You must cease using any business name containing any of the Franchise Marks and must file an abandonment or discontinuance of the name with the appropriate local, county or state agency.

(f) You must immediately pay all sums and debts owing to us and our affiliates, whether those sums and debts owing to us and our affiliates are evidenced by promissory notes, invoices, bills or other writings, and notwithstanding the fact that those sums and

debts may not at that time be fully due and payable, those debts being accelerated automatically without further notice to you.

(g) You must sell to us all or part of your inventory or products on hand as of the date of termination or expiration that are uniquely identified with us, if any, as we may request in writing within thirty (30) days after the date of termination or expiration. You agree that the sales price for those items will be the current published prices then being charged by the manufacturer or supplier to our authorized franchisees, not including any costs of storage or transportation paid by you to bring the goods initially to the Franchise Business, minus all costs incurred or to be incurred by us to restore the goods or the packaging of the goods to a saleable condition and minus a reasonable allowance for physical deterioration, obsolescence, or damage to the extent not restored.

(h) You and each Owner shall, jointly and severally, pay all costs and expenses (including without limitation, reasonable attorney fees and expert fees) incurred by us in connection with the successful enforcement of this Article 16. In the event that you fail to comply with this Article 16, you agree and consent to us entering the Franchise Location, and such entry shall not constitute a trespass, for the purpose of carrying out your obligations under this Article 16 at your expense.

16.2 Termination of Lease; Option to Assume Lease.

On expiration or termination of this Agreement, we may terminate any lease or sublease entered into between you and us for the Franchise Location.

We have the option to require you to assign your lease for the Franchise Location to us if this Agreement terminates or expires for any reason, other than a termination by you for cause. If we exercise this right: (a) you must cooperate fully and use your best efforts to acquire the landlord's approval of the assignment of the lease to us, if necessary; and (b) if the lease cannot be assigned to us, you must sublease the Franchise Location to us on all the same terms and conditions as are contained in your lease and must cooperate fully and use your best efforts to acquire the landlord's approval of the sublease, if necessary. If you own the Franchise Location and this Agreement terminates or expires for any reason other than a termination by you for cause, we will have the option to require you to lease the Franchise Location to us on substantially the same terms and conditions contained in your lease for the Franchise Location, or, if no lease exists or the terms and conditions of the lease are not commercially reasonable, then on terms and conditions that are commercially reasonable. We must exercise the options granted in this Section within thirty (30) days of the date of expiration or termination of this Agreement or the options will terminate.

16.3 Option to Purchase Assets.

If this Agreement expires or terminates for any reason, we will have the option, but not the obligation, to purchase the assets of the Franchise Business. The purchase price will be the fair value of the assets as agreed by the parties or in the absence of an agreement, as determined by appraisal using the method described in Section 20.3. The purchase price will be reduced by any current and long-term liabilities of the Franchise Business that we agree to assume and any amounts you owe to us. We must exercise the option granted in this Section within forty-five (45) days following the determination of a price for the assets. Closing of the sale must take place within forty-five (45) days after we exercise our option to purchase the assets or a later date, if agreed to by the parties, as necessary to comply with applicable bulk sales or other similar laws. At closing, we and you agree to sign and deliver all documents necessary to vest title in the assets purchased by us free and clear of all liens and encumbrances, except any assumed by us. We reserve the

right to assign our option to purchase the Franchise Business or to designate a substitute purchaser of the Franchise Business.

16.4 *Surviving Obligations.*

Your obligations or liability to us for amounts owed to us under this Agreement or for our damages attributable to the loss of bargain resulting from termination of this Agreement before its expiration (see Section 16.5) will survive the termination or expiration of this Agreement. Also, the following provisions of this Agreement will survive the expiration or termination of this Agreement: Article 11 relating to Intellectual Property; Article 12 relating to confidentiality; Article 13 relating to restrictions on competition; Article 16 relating to your obligations on termination; Article 17 relating to indemnification; Article 18 relating to dispute resolution; and other obligations in this Agreement or any other agreements between the parties that, by their terms or intent, survive expiration or termination of this Agreement.

16.5 *Damages for Loss of Bargain.*

In addition to any other remedies available to us, if this Agreement is terminated before its expiration (other than termination by you for cause), we will be entitled to recover from you damages attributable to the loss of bargain resulting from that termination. Our damages for loss of bargain will be the Royalty fees and marketing fund contributions that would have been payable to us for the balance of the term of this Agreement, but not more than twenty-four (24) months. The aggregate amount of Royalty fees and marketing fund contributions that would have been payable will be calculated by multiplying the greater of 1) the sum of the average monthly Royalty fees and marketing fund contributions of the Franchise Business for the 12-month period (or lesser period if you were not in operation for a full 12) immediately preceding the date of termination or the date that you ceased to operate if earlier than the date of termination or 2) the sum of the monthly amount of minimum Royalty fees and minimum marketing fund contributions for such time period or in the event the Franchise Agreement is terminated before you open, by either the number of months remaining in the term of the Agreement or twenty-four (24), whichever is less. You and we acknowledge and agree that our actual loss of bargain damages is incapable of calculation at the time of execution of this Agreement and the damages calculated under this Section are a reasonable estimation of those damages. If the damages for loss of bargain payable under this Section are found to be invalid or unenforceable because they are found to be either a penalty or not a reasonable estimation of actual damages, the amount of the damages will be automatically amended to the extent necessary to be found valid and enforceable. The damages for loss of bargain described in this Section cover only our damages from the loss of revenue as a result of our being unable to operate, or to allow a third-party to operate a Restaurant at the Franchise Location. You and each of your Owners agree that these damages do not cover any other remedies or damages to which we may be entitled as a result of your actions or inactions (including injunctive relief to enforce trademark violations and restrictions on competition) and do not give us an adequate remedy at law for any default under, or for the enforcement of, any other provision of this Agreement.

ARTICLE 17 – INDEMNIFICATION

17.1 *Indemnification Obligation.*

You agree to defend, indemnify, and hold harmless us, our affiliates, and our and their officers, directors, managers, employees, agents, attorneys, shareholders, owners, members, designees, representatives, successors, and assigns (the “Indemnitees”) to the fullest extent permitted by law, from and against all claims, losses, liabilities and costs incurred in connection with

any civil, criminal, or governmental action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (“Proceeding”) (regardless of whether any of the foregoing is reduced to judgment) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based on, is a result of, or is related in any way to any element of the establishment, construction, opening, and operation of the Franchise Business, including: any personal injury, death, or property damage suffered by any customer, visitor, operator, employee, or guest of the Franchise Business; crimes committed on or near the Franchise Location or vehicles used by the Franchise Business; all acts, errors, neglects, or omissions engaged in by you, your contractors or subcontractors, as well as any third party, arising out of or related to the design, construction, conversion, build-out, outfitting, remodeling, renovation, or upgrading of the Franchise Location, whether or not any of the foregoing was accepted by us; defects in any premises constructed by or operated by you, whether or not discoverable by you or us; all acts, errors, neglects, and omissions of you or the Franchise Business and/or the owners, members, officers, directors, management, employees, agents, servants, contractors, partners, proprietors, affiliates, or representatives of you or the Franchise Business (or any third party acting on your behalf or at your direction), whether in connection with the Franchise Business or otherwise, including any property damage, injury, or death suffered or caused by any person or vehicle serving the Franchise Business; all liabilities arising from or related to the offer, sale, and/or delivery of products and/or services by you or the Franchise Business; any action by any customer of or visitor to the Franchise Business; and any Data Breach or breach, violation, or failure by you to comply with any laws, rules, regulations, or ordinances applicable to you or the Franchise Business, including but not limited to the Privacy Laws.

As used above, the phrase “claims, losses, liabilities, and costs” includes: all claims; causes of action; fines; penalties; liabilities; losses; compensatory, exemplary, statutory, or punitive damages or liabilities; costs of investigation; lost profits; court costs and expenses; reasonable attorneys’ and experts’ fees and disbursements; settlement amounts; judgments; compensation for damage to our reputation and goodwill; costs of or resulting from delays; travel, food, lodging, and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts, arbitration, or other tribunals, or government or quasi-governmental entities (including those incurred by Indemnitees’ attorneys and/or experts); all expenses of recall, refunds, compensation, and public notices; and other amounts incurred in connection with the matters described. All claims, losses, liabilities, and costs incurred under this indemnification provision will be chargeable to and must be paid by you, regardless of any actions, activity, or defense undertaken by Indemnitees or the subsequent success or failure of the actions, activity, or defense.

17.2 Indemnification Procedure.

You must give us written notice of any Proceeding that could be the basis for a claim for indemnification by any Indemnatee within three (3) days of your actual or constructive knowledge of the Proceeding. At your expense and risk, any Indemnatee may elect to assume (but under no circumstance will the Indemnatee be obligated to undertake) the defense and/or settlement of the Proceeding. An Indemnity’s undertaking of defense and/or settlement will in no way diminish your obligation to indemnify us and other Indemnitees and to hold harmless us and other Indemnitees. If an Indemnatee does not undertake the defense of the Proceeding, you are responsible for the defense. An Indemnatee will have the right, at any time the Indemnatee considers appropriate, to offer, order, consent, or agree to settlements or take any other remedial or corrective actions the Indemnatee considers expedient with respect to the Proceeding if, in the Indemnatee’s sole judgment, there are reasonable grounds to do so. We and any Indemnatee shall at all times have the absolute right to retain counsel of our own choosing in connection with any Proceeding and the right to investigate any Proceeding.

Your indemnity obligation will continue in full effect even after the expiration, transfer, or termination of this Agreement. An Indemnitee's right to indemnity under this Agreement will arise and be valid notwithstanding that joint or concurrent liability may be imposed on the Indemnitee by statute, ordinance, regulation or other law. An Indemnitee need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses in order to maintain and recover fully a claim against you for indemnity. You agree that a failure to pursue recovery or mitigate a loss will not reduce or alter the amounts that an Indemnitee may recover from you under this Section.

In the event that the exercise of our rights under this Article 17 actually results in your insurer, with respect to insurance required to be maintained by you pursuant to Section 8.13 (hereinafter, the "Insurer"), refusing to pay on a third-party claim, all claims, losses, liabilities, costs, and legal remedies which you might have against the Insurer shall be automatically assigned to us without the need for any further action on our or your part. For the purposes of Article 17, "actually results" means that, but for the exercise of our rights under Article 17, the Insurer would not have refused to pay on said third-party claim. In the event that the exercise of our rights under Article 17 actually results in the Insurer refusing to pay on a third-party claim, you shall be required to indemnify us for our attorney fees, expenses and costs incurred in connection with that claim. In the event that you encourage, request, or suggest that the Insurer deny a claim, you shall indemnify us for our attorney fees, expenses and costs in connection with that claim.

In addition to your other indemnity obligations under this Article 17, you and each Owner shall indemnify us for any and all losses, compensatory damages, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, settlement amounts, judgments, compensation for damages to our reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing the same, and any and all expenses of refunds, compensation, public notices, and other such amounts incurred in connection with the matters described, which result from any of the items or Proceedings set forth in this Article 17. We do not assume any liability whatsoever for acts, errors, or omissions of those with whom you or any Owner may contract, regardless of the purpose. You and each Owner shall hold harmless and indemnify us for all claims, losses, liabilities and costs which may arise out of any acts, errors or omissions of these third parties. Under no circumstances shall we or the Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate losses in order to maintain a claim against you or any Owner. You and each Owner agree that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable by us or the Indemnitees from you or any Owner.

ARTICLE 18 – DISPUTE RESOLUTION

18.1 *Negotiation and Arbitration.*

Except for actions described in Section 18.2, the parties will try to resolve all disputes by having a Designated Owner negotiate with one of our executive officers to resolve the dispute, including at least one face-to-face meeting. The parties agree to conduct these negotiations in good faith and to use their best efforts to resolve any disputes. If the parties have not resolved the dispute within ten (10) days after beginning these negotiations, then either party may take action to enforce its rights.

Except insofar as we elect to enforce this Agreement by judicial process and injunction as provided in Section 18.2, all disputes and claims relating to any provision hereof, to any specification, standard, operating procedure or other obligation of us or our agents or the breach

thereof (including, without limitation, any claim that this Agreement, any provision thereof, any specification, standard, operating procedure or any other obligation of you or any owner or us is illegal, unenforceable or voidable under any law, ordinance or ruling), or any other aspect of the relationship between you and us shall be settled by binding arbitration in the county of our principal office (including the determination of the arbitrability of any such disputes or claims, except as provided in Section 18.2). Arbitration will be held in accordance with the United States Arbitration Act (9 U.S.C. § 1 et. seq), if applicable, and the JAMS Comprehensive Arbitration Rules and Procedures (or such rules relating to the arbitration of disputes arising under Franchise Agreements). This Agreement evidences a transaction involving commerce and, therefore, the Federal Arbitration Act, Title 9 of the United States Code is applicable to the subject matter contained herein. The proceedings will be held in the county in which our principal place of business is located at the time the action is filed by a single arbitrator agreed upon by the parties or otherwise appointed as provided in Rule 15 of the JAMS Comprehensive Arbitration Rules and Procedures. Any arbitrator appointed must have at least ten (10) years' experience in franchise matters and shall have the right to award or include in any award the specific performance of this Agreement. The decision of the arbitrator will be final, non-appealable, and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction. During the pendency of any arbitration proceeding, you, each Owner, and we shall fully perform under this Agreement.

You agree that you will not file any arbitration claim as a class action, seek class action status, or permit your claim to be joined or made part of any class action filed by another. You further agree that you will not file or join in any consolidated arbitration.

You acknowledge that you have read the terms of this binding arbitration provision and affirm that this provision is entered into willingly and voluntarily and without any fraud, duress or undue influence on our part or the part of any of our agents or employees.

18.2 Disputes Not Subject to Negotiation or Arbitration.

The following disputes between the parties referred to in Section 18.1 will not be subject to negotiation or arbitration: (a) any dispute involving the Franchise Marks; (b) any dispute involving termination of this Agreement by us under Article 15; (c) any dispute involving enforcement of the restrictions on competition in Article 13; (d) any dispute involving Confidential Information under Article 12; (e) any dispute involving indemnification under Article 17; (f) any dispute involving, or to collect, unpaid Royalties, Brand Development Fund contributions, Technology Fees, and any and all other fees due and owing to us; and (g) any judicial proceeding initiated by us in equity seeking injunctive relief, including without limitation temporary restraining orders, preliminary injunctions, or other interlocutory relief.

18.3 Applicable Law.

This Agreement takes effect on its acceptance and execution by us in Indiana, and shall be deemed to be offered, accepted, and entered into by the Parties, respectively, in the State of Indiana. Except for the applicability of the U.S. Trademark Law or other applicable federal law, all controversies, disputes or claims arising from or related to: (a) this Agreement or any other agreement between you (or your Owners) and us; (b) our relationship with you; (c) the validity of this Agreement or any other agreement between you (or your owners) and us; or (d) any standard under the Franchise Systems and/or Brand Standards Manual will be interpreted and construed under the laws of the State of Indiana. In the event of any conflict of law, the laws of Indiana will prevail, without regard to the application of Indiana conflict-of-law rules. Notwithstanding the foregoing, this Agreement will not be subject to any franchise or similar law, rule, or regulation of

the State of Indiana unless the jurisdictional requirements of that law are met independently without reference to this Section.

18.4 Jurisdiction and Venue.

You and your Owners must file any action against us or our affiliates or our or their owners, officers, directors, managers, agents, or employees, and we may file any action against you and your Owners, exclusively in the federal or state courts located in the state in which our principal place of business is located at the time that the litigation is commenced. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Neither party will seek a transfer or change in venue from a venue established or authorized in this Section or elsewhere in this Agreement.

The parties agree they should each be able to settle, mediate, litigate, arbitrate, or compromise disputes in which they are involved with third parties, without having the disposition of such disputes directly affect the contract or relationship between us and you or Owner. We and you, or Owner, therefore each agree that a decision of an arbitrator or court of law in litigation to which one of them is not a party shall not in any manner prevent the party who was a party to such Proceeding from making similar arguments, or taking similar positions, in any Proceeding between us and you or Owner. The parties therefore waive the right to assert that principles of collateral estoppel prevent either of them from raising any claim or defense in a Proceeding between them as a result of such party having lost a similar claim or defense in another Proceeding.

18.5 Injunctive Relief.

We will have the right, without the posting of any bond or security and without the need to prove irreparable injury, to obtain specific enforcement of the terms of this Agreement from a court of competent jurisdiction, by temporary or permanent injunctions or other equitable relief. We will have the right to obtain injunctive relief to prevent you from engaging in the following acts, which you acknowledge would cause irreparable harm to us: (a) using any of the rights granted by this Agreement in any manner not authorized in this Agreement; (b) engaging in operations in violation of the in-term or post-term restrictions on competition in Article 13; (c) disclosing to any person or using our trade secrets or confidential information in violation of the terms of this Agreement; (d) transferring or assigning this Agreement or the assets of the Franchise Business without complying with this Agreement; (e) engaging in acts or practices in violation of applicable laws and regulations or that are fraudulent, dishonest, or create health or other hazards to the public; or (f) significantly impairing our goodwill. Your sole remedy for the entry of an injunction will be the dissolution of the injunction, if warranted, after notice and a hearing (all claims for damages by reason of the wrongful issuance of any injunction are expressly waived by you). Our rights to obtain injunctive relief are in addition to all other remedies available to us under applicable law.

18.6 Costs of Enforcement or Defense.

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, your Owners, or the Designated Owner or your guarantors (whether or not we initiate a legal proceeding, unless we initiate and fail to substantially prevail in the court or formal legal proceeding); and (b) in defense of any claim you, an Owner, and/or a Designated Owner assert against us on which we substantially prevail in court or other formal legal proceeding. Attorneys' fees will include paralegal fees, administrative costs, investigative costs, costs of expert witnesses, court reporter fees, sales and use taxes, if any, and all other charges billed by the attorney to us.

18.7 No Class Action or Consolidation.

You and we agree that any litigation involving the parties will only be conducted on an individual, not a class-wide basis, and that a litigation proceeding between us and you may not be consolidated with any other litigation proceeding between the parties and any other person, corporation, limited liability company, partnership or other entity. The parties waive, to the fullest extent allowed by law, any right to pursue or participate as a lead plaintiff or a class representative in any claim on a class or consolidated basis.

18.8 Jury Waiver; Time Period for Bringing Claims; Limitation of Damages.

YOU AND WE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY YOU OR US, WHETHER OR NOT THERE ARE OTHER PARTIES IN THE ACTION OR PROCEEDING.

EXCEPT FOR CLAIMS ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US, ALL CLAIMS ARISING UNDER THIS AGREEMENT OR FROM THE RELATIONSHIP BETWEEN THE PARTIES ARE BARRED UNLESS AN ACTION IS FILED AND TIMELY SERVED ON THE OPPOSING PARTY WITHIN ONE YEAR FROM THE DATE THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE FACTS CREATING THE CLAIM, EXCEPT TO THE EXTENT ANY APPLICABLE LAW OR STATUTE PROVIDES FOR A SHORTER PERIOD OF TIME TO BRING A CLAIM OR AS OTHERWISE REQUIRED BY LAW.

YOU AND WE WAIVE IN ANY JUDICIAL ACTION, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OF ANY SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN YOU AND US AND AGREE TO BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED.

18.9 Notice Pursuant to Defend Trade Secrets Act of 2016.

You will not be held criminally or civilly liable under any federal or state trade secrets law for disclosure of a trade secret that: (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal.

ARTICLE 19 – YOUR ACKNOWLEDGMENTS AND REPRESENTATIONS

19.1 Risk of Operations.

You represent that you understand the risks of being involved in a retail delivery kitchen business and are able to bear those risks. You acknowledge that the success of the Franchise Business depends primarily on your efforts. In addition, other factors beyond the control of us and you may affect the success of your business, including competition, economic conditions, business trends, costs, market conditions, and other conditions that may be difficult to anticipate, assess, or even identify. You understand and acknowledge that the Franchise Business may lose money or fail.

19.2 Our Representations.

You acknowledge and agree that, except as specifically stated in this Agreement or our

Franchise Disclosure Document or the attached "Acknowledgments by Franchisee," no representations or warranties, express or implied, have been made to you, either by us or anyone acting on our behalf or purporting to represent us, including the prospects for successful operations, the level of business or profits that you might reasonably expect, the desirability, profitability, or expected traffic volume, or profit of the Franchise Business. You acknowledge that all those items are dependent on variables beyond our control, including the ability, motivation, and amount and quality of effort you expend. You acknowledge that we and our agents and representatives have not made and are not authorized to make any oral, written, or visual representations or projections of actual or potential sales, earnings, net or gross profits, operational costs or expenses, prospects or chances of success that are not contained in this Agreement or in our Franchise Disclosure Document. You agree that you have not relied on and that we will not be bound by allegations of any representations as to earnings, sales, profits, costs, expenses, prospects, or chances of success that are not contained in this Agreement or our Franchise Disclosure Document.

19.3 *Review of Materials and Consultation with Advisors.*

You acknowledge that you are familiar with and have made an independent investigation of the business to be conducted by the Franchise Business and have reviewed our Franchise Disclosure Document. You acknowledge that you have read and understood this Agreement, the attachments to this Agreement, and the documents relating to this Agreement, if any, and have been given ample time and opportunity (and have been encouraged) to consult with an attorney or other professional advisor about the potential benefits and risks of entering into this Agreement. You acknowledge that you have been afforded an opportunity to ask any questions you have and to review any materials of interest to you concerning the Franchise Business, and that you have exhausted those efforts and have made the decision to enter into this Agreement without any influence by us.

19.4 *Independent Status of Contract; Non-Uniformity of Agreements.*

You acknowledge and agree that we are entering into this Agreement with you independently and separately from any franchise or license that we have granted or may grant to any other person or entity, and that you are not entering into this Agreement in reliance on or because of any other agreement that we have entered or may enter into with a third party. You acknowledge and agree that the terms of our agreements with third parties, now and in the future, may be materially different with respect to any terms and condition of this Agreement, including Royalty fees, Brand Development Fund fees, transfer fees, territorial exclusivity, renewals, and training. These variations may be based on any factors or conditions that we deem to be in the best interest of the ClusterTruck® franchise system or a particular Kitchen, including the knowledge, experience, and financial status of a franchisee, peculiarities of a particular location, customer base, density, lease provisions, business potential, population of trade area, existing business practices, or any other condition that we deem to be of importance to the operation of a specific Kitchen. Also, these variations may result from us, in our sole discretion, compromising, forgiving, or settling claims or disputes with or against other franchisees. You will not be entitled to require us to disclose or grant to you a like or similar variation.

19.5 *Terrorist and Money Laundering Activities.*

You and each of your Owners, officers, directors, members, partners, and agents represent and warrant to us that: (a) you and they are not identified by name or alias, pseudonym, or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control; (b) you and they are not directly or indirectly owned or controlled by the government of any country that is subject to a United States

embargo; (c) you and they will not act directly or indirectly on behalf of the government of any country that is subject to a United States embargo; and (d) you and they are in full compliance with all laws proscribing money laundering and corrupt practices. Further, you and your Owners, officers, directors, members, partners, and agents represent and warrant to us that you and they have not violated and agree not to violate any law prohibiting corrupt business practices, money laundering, or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the USA Patriot Act, U.S. Executive Order 13244, or any similar law. The foregoing constitutes continuing representations and warranties, and you and your Owners, officers, directors, members, partners, and agents must immediately notify us in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate, or misleading.

19.6 *Citizenship and Immigration Status.*

You warrant, represent, and covenant to maintain throughout the term of this Agreement that you and each Owner either (i) are United States citizens or (ii) possess an immigration status that allows the same to live and work in the United States and that each of the same will maintain such immigration status throughout the term of this Agreement.

19.7 *Ownership of Franchisee; Guaranties.*

Your name, type of entity, state of organization, owners, and percentage of ownership are listed on the Obligations and Representations of Owners attached as Appendix B. You represent that the information stated in Appendix B is accurate and complete. You agree that you will immediately notify us (and comply with the provisions of Article 14, if applicable) if there is any change in the information contained in Appendix B. Your failure to comply with this requirement will be a material default under this Agreement. Each of your owners ("Owners") must personally guaranty your obligations to us by signing the Guaranty attached as Appendix D. Also, if you have an affiliate that operates a Kitchen, we may require your affiliate to guaranty all of your obligations to us by signing the Guaranty attached as Appendix D.

ARTICLE 20 – ADDITIONAL PROVISIONS

20.1 *Independent Contractor.*

You and the Owners each acknowledge and agree that you and they will be independent contractors under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, agency, joint employer, or employment relationship of any kind. The parties acknowledge that this Agreement does not create a fiduciary relationship between the parties. You and the Owners will not, without our prior written approval, have any power to obligate us for any expenses, liabilities, or other obligations, other than as specifically provided in this Agreement. Except as otherwise expressly authorized by this Agreement, neither party will make any express or implied agreements, warranties, guarantees, or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between you and us is other than that of franchisor and franchisee. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you unless expressly authorized under this Agreement. We will not be obligated for any damages to any person or property that directly or indirectly arises from or relates to your operation of the Franchise Business.

You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities, and elements, including without limitation

employment decisions and employees' terms and conditions of employment, of the Franchise Business and that under no circumstance will we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications, and procedures of the Franchise Systems, which you must comply with under this Agreement, whether contained in the Brand Standards Manual or otherwise, do not directly or indirectly constitute, suggest, infer, or imply that we control any aspect or element of the day-to-day operations of the Franchise Business, which you alone control, but only constitute standards that you must adhere to when exercising control of the day-to-day operations of the Franchise Business. You are an independent contractor, and you are solely responsible for all aspects of the development and operation of the Franchise Business, subject only to the conditions and covenants established by this Agreement. Without limiting the generality of the foregoing, you acknowledge that we have no responsibility to ensure that the Franchise Business is developed and operated in compliance with all applicable laws, ordinances and regulations and that we shall have no liability in the event the development or operation of the Franchise Business violates any law, ordinance or regulation.

None of your employees will be considered our employees. You and your employees whose compensation you may pay in any way, directly or indirectly, expressly or by implication, will not be construed to be our employee for any purpose, including with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any local, state or federal governmental agency. We will not have the power to hire or fire your employees. You agree, and will never contend otherwise, that any authority we have under this Agreement to perform certain functions for the Franchise Business does not directly or indirectly vest in us the power to hire, fire, or control any of your employees or their terms and conditions of employment.

Except as expressly provided in this Agreement, we may not control or have access to your funds or the expenditure of your funds or in any other way exercise dominion or control over the Franchise Business. Except as otherwise expressly authorized by this Agreement, neither party will make any express or implied agreements, warranties, guarantees, or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between us is other than that of franchisor and franchisee. We do not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement. We will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to your operation of the Franchise Business.

20.2 Definition of Affiliate.

For purposes of this Agreement, an affiliate of a party is any person (including an individual, sole proprietorship, partnership, corporation, limited liability company, or other entity) that, directly or indirectly, controls, is controlled by, or is under common control with the party or any of its shareholders, officers, directors, partners, owners, or investors.

20.3 Appraisal Method.

If a value is to be determined by appraisal as referred to in Sections 14.2 and 16.3, the following method will be used to determine the appraised value. If the parties are able to agree on an independent appraiser, that appraiser will determine the applicable value and his or her determination will be binding on the parties. If the parties are not able to agree on an independent appraiser within fifteen (15) days of the event triggering the appraisal, each party will select an independent appraiser qualified or certified to make the appraisal. The independent appraisers

chosen will then select a third independent appraiser. The third independent appraiser will determine the applicable value and his or her determination will be binding on the parties. You and we agree to select our respective appraisers within fifteen (15) days after the event triggering the appraisal and the two appraisers chosen are obligated to appoint the third appraiser within fifteen (15) days after the date on which the last of the two party-appointed appraisers is appointed. You and we will bear the cost of our own appraisers and share equally the reasonable fees and expenses of the third appraiser. The parties will take reasonable actions to cause the appraiser to complete his or her appraisal within thirty (30) days after the third appraiser's appointment.

20.4 No Waivers.

The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, will not affect the right of that party to require performance of that provision or to exercise any right under this Agreement. We will not waive any right, power, or option under this Agreement (including our right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before it expires) by reason of any of the following: (a) our failure or delay to require performance by another franchisee of any provision of its franchise agreement; (b) the existence of other franchise agreements which contain provisions different from those contained in this Agreement; (c) our acceptance of any payments due from you after any breach of this Agreement; or (d) any special or restrictive legend of endorsement on any check or similar item you give to us (we are authorized to remove or cancel any legend or endorsement). Any waiver by any party of any breach of any provision of this Agreement is not a waiver of any continuing or later breach of that provision, a waiver of the provision itself, or a waiver of any right under this Agreement. No notice to or demand on any party in any case, of itself, entitles that party to any other notice or demand in similar or other circumstances.

20.5 Consents, Approvals and Satisfaction; Liability.

Whenever our consent, approval, or acceptance is required under this Agreement, we will not unreasonably withhold or delay the consent unless specifically stated in this Agreement to the contrary. A consent, approval, or acceptance is not binding on us unless the consent, approval, or acceptance is in writing and signed by our CEO, president, manager, or a managing member. We may withhold our consent, approval, or acceptance if you are in default under this Agreement. Where our satisfaction is required under this Agreement, unless the Agreement expressly states otherwise, the satisfaction is determined in our sole discretion. WE MAKE NO REPRESENTATIONS OR WARRANTIES UPON WHICH YOU OR ANY OWNER MAY RELY AND ASSUME NO LIABILITY OR OBLIGATION TO YOU, ANY OWNER OR ANY THIRD PARTY BY PROVIDING ANY WAIVER, ADVICE, CONSENT OR SERVICES TO YOU OR DUE TO ANY DELAY OR DENIAL THEREOF, AND YOU WAIVE ALL CLAIMS AGAINST US FOR THAT TYPE OF LIABILITY.

20.6 Our Reasonable Business Judgment.

Whenever we have the right in this Agreement to take or to withhold an action, or to grant or decline to grant you a right to take or omit an action, we may, except as otherwise specifically provided in this Agreement, make our decision or exercise our rights based on information readily available to us and our judgment of what is in our and/or the ClusterTruck® franchise system's best interests at the time our decision is made, without regard to either whether we could have made other reasonable or even arguably preferable alternative decisions or whether our decision promotes our financial or other individual interest. Examples of items that will promote or benefit the ClusterTruck® franchise system include enhancing the value of the Intellectual Property, improving customer service and satisfaction, improving product quality, improving uniformity,

enhancing or encouraging modernization, and improving the competitive position of the ClusterTruck® franchise system.

20.7 Third Parties.

Except as provided in this Agreement to the contrary for any of our affiliates or franchisees, nothing in this Agreement, whether expressed or implied, is intended to confer any rights under this Agreement on any person (including other ClusterTruck® Kitchen franchisees) other than the parties and their respective personal representatives, other legal representatives, heirs, successors, and permitted assigns.

20.8 Cumulative Remedies.

All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

20.9 Notices.

Unless otherwise specified in this Agreement, notices under this Agreement must be in writing signed by the party serving the same and must be sent by: (a) registered or certified mail, return receipt requested, postage pre-paid, in which case the notice will be complete two days after mailing; or (b) reputable overnight courier service, in which case the notice will be complete one day after delivery to the overnight courier. The notice must be sent to the address referenced below or at another address designated by a party by notice under this Section.

If to us:	ClusterTruck Franchising, LLC Attn: Janet Monroe 729 N. Pennsylvania Street Indianapolis, IN 46204
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With a copy to: (does not constitute notice)	Mark J. Burzych Fahey Schultz Burzych Rhodes PLC 4151 Okemos Road Okemos, MI 48864 Facsimile No.: (517) 381-5051
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If to you:	See Paragraph 5 of Appendix A.
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20.10 Unavoidable Contingencies.

Neither party will be responsible for any contingency that is unavoidable or beyond its control, such as strike, flood, war, rebellion, governmental limitation or Act of God; provided however, that any unavoidable contingencies shall not excuse any required payment to us or our affiliate by you.

20.11 Entire Agreement; Modifications.

This Agreement and all appendices and other documents attached to this Agreement that are incorporated in this Agreement, will constitute the entire agreement between the parties. This Agreement supersedes and replaces any and all previous or contemporaneous written and oral agreements or understandings, promises, representations, inducements, or dealings between the parties. However, nothing in this Section or otherwise in this Agreement is intended to disclaim or

waive your reliance on any statements made in the Franchise Disclosure Document delivered to you or in the exhibits and amendments to the Franchise Disclosure Document. This Agreement may not be amended or modified except in a writing signed by both parties, except that we may unilaterally modify the Franchise Systems and our specifications as provided in this Agreement. THIS SECTION 20.11 SHALL NOT APPLY TO THE SEPARATE CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT AND COVENANT NOT TO COMPETE EXECUTED BY OWNER AND THE PRINCIPALS, THE GUARANTY (ATTACHED HERETO AS APPENDIX D), THE LEASE ADDENDUM (ATTACHED HERETO AS APPENDIX G), AND THE COLLATERAL ASSIGNMENT OF LEASE (ATTACHED HERETO AS APPENDIX H), EACH OF WHICH SHALL CONSTITUTE A SEPARATE AGREEMENT AND SHALL NOT BE CONSIDERED A PART OF THIS AGREEMENT.

20.12 Severability.

Each Section, part or provision of this Agreement will be considered severable. If any Section, part or provision is found unenforceable by a court of competent jurisdiction, that determination will not impair the operation or affect the validity of the remainder of this Agreement unless the unenforceability, in our opinion, materially alters the protection of the Intellectual Property or our source of revenues. In that event, we may substitute for this Agreement, a new agreement without the unenforceable terms and additional terms as may be appropriate under the circumstances.

20.13 Obligations Joint and Several.

If there is more than one individual or entity signing this Agreement as franchisee, all those persons are jointly and individually liable for your obligations under this Agreement.

20.14 Signing by Us.

The submission of this Agreement is not an offer by us and we are not bound in any way until this Agreement is signed by our authorized representative.

20.15 Construction.

The headings in this Agreement are for convenience of reference and are not a part of this Agreement and will not affect the meaning or construction of any of its provisions. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days. The words “include,” “including,” and words of similar import will be interpreted to mean “including, but not limited to” and the terms following those words will be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter.

20.16 Time of Essence.

Time is of the essence to this Agreement.

20.17 Counterparts.

This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. This Agreement, including the Appendices, may be executed on signature pages exchanged by electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Copies of executed counterparts transmitted by such electronic transmission service shall be considered original executed counterparts for purposes of this Agreement.

20.18 No Duty to Perform to Your Satisfaction.

Notwithstanding anything to the contrary contained herein, we are not obligated to perform any services required under this Agreement to your particular level of satisfaction, but as a function of our experience, knowledge, and judgment.

20.19 Masculine/Feminine.

All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter or plural, unless otherwise suggested by the text.

Supplemental Agreements.

You must sign supplemental agreements, which are attached as Appendices to this Agreement, simultaneous with the signing of this Agreement, including the following:

(a) **Appendix A—Specifics.** This document describes your Franchise Location, required opening date, the Designated Owners and your address for notice as referenced in this Agreement.

(b) **Appendix B—Obligations and Representation of Owners.** Your Owners must sign this document to agree to be personally bound by the provisions of this Agreement and to provide information about you and your Owners.

(c) **Appendix C—Acknowledgements by Franchisee.** You must complete and sign this document to provide information about representations and disclosures by us so that we may ensure that all applicable franchise rules and laws have been followed in the sale of the franchise to you.

(d) **Appendix D—Guaranty.** Your Owners must sign this document to agree to be personally bound by your financial obligations to us.

(e) **Appendix E—Assignment of Telephone Numbers and Electronic Media.** You must sign this document now and any time in the future as we request in order to acknowledge and agree to our right to assignment of the telephone and fax numbers, email addresses, website addresses, domain names or other electronic media that have been used in the Franchise Business. On the expiration or termination of this Agreement, we may, at our option, accept the assignment and deliver the assignment to the applicable service providers to complete the assignment.

(f) **Appendix F—Electronic Fund Transfer Authorization.** You must sign this document to authorize us to withdraw funds from your account for payment of amounts owed to us.

(g) **Appendix G—Form of Lease Addendum.** Any lease signed by you for the Franchise Location must be amended by an Addendum.

(h) **Appendix H—Collateral Assignment of Lease.** You must sign this document if the real estate for the Franchise Location is leased by you.

(i) **Appendix I—Addendum to Franchise Agreement for SBA Loans.** If you obtain a loan for the Franchise Business in which funding is provided with the assistance of the U. S. Small Business Administration (“SBA”), you and we will sign this Addendum

to the Franchise Agreement to comply with SBA requirements.

(j) **Appendix J—Term of the Franchise Agreement.** This document describes the term of this Agreement, including the Effective Date, the date of opening, and the expiration date.

(k) **Appendix K—Confidentiality and Nondisclosure Agreement and Covenant Not to Compete.** The Franchisee and each of its individual Owners must sign this document.

The parties have signed this Agreement on the dates beside their signatures to be effective as of the date at the beginning of this Agreement.

CLUSTERTRUCK FRANCHISING, LLC

By: _____

Its: _____

FRANCHISEE

By: _____

Its: _____

APPENDIX A—SPECIFICS

1. The location of the Franchise Business as referred to in Sections 2.1 and 6.1 ("Franchise Location") or the area in which the Franchise Business will be located is:

2. The Protected Area, as referred to in Section 2.3, shall be defined as that area within the following borders of the area shown on the map attached as Appendix A-1.

3. The Designated Owners under Section 8.10 is/are:

Name	***Designated Owner***
Address	***Designated Owner Street Number*** ***Designated Owner Street Name***
City, State, Zip code	***Designated Owner City Name***. ***Designated Owner State Name***. ***Designated Owner Zip Code***
Phone Number	***Designated Owner Telephone Number***
Email Address	***Designated Owner Email Address***

4. Your address for purposes of notice under Section 20.9 is:

FRANCHISEE
Attn: ***Designated Owner***
Franchisee Street Number ***Franchisee Street Name***
Franchisee City Name, ***Franchisee State Name*** ***Franchisee Zip Code***
Facsimile No.: ***Franchisee Fax Number***

This Appendix A—Specifics is current and complete as of _____, 20__.

CLUSTERTRUCK FRANCHISING, LLC

Franchisee

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPENDIX B—OBLIGATIONS AND REPRESENTATIONS OF OWNERS

This is an Appendix to the Franchise Agreement between CLUSTERTRUCK FRANCHISING, LLC (“Franchisor”) and the Franchisee named below dated _____, 20____ (“Franchise Agreement”). All capitalized terms not defined in this Appendix will have the same meaning ascribed to them in the Franchise Agreement.

Each of the persons signing below (each an “Owner”) is directly or indirectly beneficially interested in the Franchise Business as a shareholder, officer, director, partner, member, owner, or investor. Each Owner hereby agrees to and will be jointly, severally, and personally bound by all the terms and provisions of the Franchise Agreement, other than those requiring the payment of money by Franchisee, to the same extent and in the same manner as Franchisee is bound, including the confidentiality covenants, the non-competition covenants, and all other restrictive covenants contained in Articles 12 and 13 of the Franchise Agreement, whether or not Owner’s status as a shareholder, officer, director, partner, member, owner, or investor may change or cease during or after the term of the Franchise Agreement. This Appendix will not impair any separate instrument of guaranty or subordination that any Owner signing below has executed or may execute in the future.

Each Owner signing below represents and warrants to Franchisor that the following is correct and true:

Legal Name of Franchisee: _____

Type of Entity and State of Organization (sole proprietorship, corporation, partnership, limited liability company, etc.): _____

d/b/a (if applicable): _____

Address of Franchisee: _____

Business Telephone: _____

Authorized Assumed Name: _____

Name, Address, Phone No., Email Address, Title and % of Ownership of each Owner:

Name	***Owner 1***
Address	***Owner 1 Address***
Phone Number	***Owner 1 Telephone Number***
Email Address	***Owner 1 Email Address***
Title	***Owner 1 Title***
Percentage of Ownership	***Owner 1 Percentage of Ownership Interest

Name	***Owner 2***
Address	***Owner 2 Address***
Phone Number	***Owner 2 Telephone Number***
Email Address	***Owner 2 Email Address***
Title	***Owner 2 Title***
Percentage of Ownership	***Owner 2 Percentage of Ownership Interest

Name	***Owner 3***
Address	***Owner 3 Address***
Phone Number	***Owner 3 Telephone Number***
Email Address	***Owner 3 Email Address***
Title	***Owner 3 Title***
Percentage of Ownership	***Owner 3 Percentage of Ownership Interest

(Attach documents and contracts governing the ownership, management, and other significant aspects of the business entity (e.g., articles of incorporation or organization, partnership or shareholder agreements, operating agreements, stock certificates, etc.))

Acknowledged and Agreed by Each Undersigned Owner:

/S/ _____

Dated: _____

(Print Name Above)

/S/ _____

Dated: _____

(Print Name Above)

/S/ _____

Dated: _____

(Print Name Above)

APPENDIX C—ACKNOWLEDGEMENTS BY FRANCHISEE

You are entering into a Franchise Agreement with us for the operation of a ClusterTruck® Kitchen franchise. The purpose of this Appendix is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your Franchise Business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgements and Representations*.

1. Did you receive a copy of our Franchise Disclosure Document (and all exhibits and attachments) at least 14 days before you signed a binding agreement with, or paid any consideration to, us or our affiliates in connection with the proposed franchise sale? Check one: ☐ Yes ☐ No. If no, please comment: _____

- 1A. If you are a resident of or your franchise will be located in **Iowa, Maryland, or Rhode Island**, did you receive a copy of our Franchise Disclosure Document at least by the earliest of: (a) at the time of your first personal meeting with us to discuss the franchise; or (b) 10 business days before you signed a binding agreement with, or made a payment to, us or our affiliates in connection with the proposed franchise sale?
Check one: ☐ N/A ☐ Yes ☐ No. If no, please comment: _____

- 1B. If you are a resident of or your franchise will be located in **Michigan or Oregon**, did you receive a copy of our Franchise Disclosure Document at least 10 business days before you signed a binding agreement with, or made a payment to, us or our affiliates in connection with the proposed franchise sale? Check one: ☐ N/A ☐ Yes ☐ No. If no, please comment: _____

2. Did you understand all of the information contained in the Franchise Disclosure Document? Check one: ☐ Yes ☐ No.

If No, what parts of the Franchise Disclosure Document do you not understand? : _____

3. Were the terms and conditions of the Franchise Agreement presented to you for signing materially different from the Franchise Agreement contained in the Franchise Disclosure Document delivered to you: Check one: ☐ Yes ☐ No.

If yes, did you receive a copy of the Franchise Agreement in the form presented to you for signing at least seven calendar days before signing the Franchise Agreement? Check one: ☐ Yes ☐ No. If no, please comment: _____

4. Was any oral, written or visual claim or representation made to you that contradicted the disclosures in the Franchise Disclosure Document? Check one: ☐ Yes ☐ No. If yes, please state in detail the oral, written or visual claim or representation: _____

5. Except as may be stated in Item 19 of our Franchise Disclosure Document, did any employee or other person speaking on our behalf make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any ClusterTruck® Kitchen location or business, or the likelihood of success of your Franchise Business? Check one: ☐ Yes ☐ No. If yes, please state in detail the oral, written or visual claim or representation: _____

6. Except as may be stated in Item 19 of our Franchise Disclosure Document, did any employee or other person speaking on our behalf make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document. Check one: ☐ Yes ☐ No. If yes, please comment: _____

7. Has any employee or other person speaking on our behalf made any statement, promise, or agreement concerning advertising, marketing, training, support service, or assistance that we will furnish to you that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Check one: ☐ Yes ☐ No. If no, please comment: _____

8. Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise for the Franchise Business and that any prior oral or written statements not set out in the Franchise Agreement will not be binding? Check one: ☐ Yes ☐ No. If no, please comment: _____

9. Do you understand that the success or failure of your Franchise Business will depend in large part upon your skills and experience, your business acumen, your location, the local market for services under our trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Check one: ☐ Yes ☐ No. If no, please comment: _____

10. Have you discussed the benefits and risks of operating the Franchise Business with an attorney, accountant, or other professional advisor and do you understand those risks? Check one: ☐ Yes ☐ No. If no, please comment: _____

11. Do you acknowledge that you are an independent contractor and responsible for running your own Franchise Business and that we do not have the authority to hire or fire your employees? Check one: ☐ Yes ☐ No. If no, please comment: _____

12. Do you expressly agree and will never contest otherwise, that our authority under this Agreement to certify certain of your employees for qualification to perform certain functions for your Franchise Business does not directly or indirectly vest in us the power to hire, fire, or control any such employee? Check one: ☐ Yes ☐ No.
13. Do you acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities, and elements of your Franchise Business and that under no circumstance shall we do so or be deemed to do so? Check one: ☐ Yes ☐ No.
14. Do you further acknowledge and agree and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the Franchise Systems which you are required to comply with under this Agreement, whether set forth in our Brand Standards Manuals or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your Franchise Business, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of your Franchise Business, but rather are to protect the ClusterTruck® system and brand? Check one: ☐ Yes ☐ No.
15. You understand and agree that it is unlawful and a criminal offense to duplicate or reproduce any copyrighted materials: ☐ Yes ☐ No.
16. You acknowledge that you have conducted an independent investigation of the delivery kitchen concept licensed by this Agreement, that you have had an adequate opportunity to be advised by advisors of your own choosing regarding all pertinent aspects of this Agreement and the franchise relation created by it, that the business venture contemplated by this Agreement involves business risks, and that the success of the business will be largely dependent upon the abilities of the Owners, if the Franchisee is a business entity. Franchisee understands that Franchisor makes no express or implied warranties or

representations, guarantees or assurances that Franchisee will achieve any degree of success in operation of the Franchise Business and, while Franchisor will provide Franchisee with training, advice, and consultation as provided in this Agreement, success in operation depends ultimately on Franchisee and on other factors including, but not limited to, location, marketing, regional tastes and preferences, economic conditions, financial considerations and competition: () Yes () No.

17. FRANCHISEE RECOGNIZES THAT FRANCHISOR HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON AND IN RECOGNITION OF THE FACT THAT FRANCHISEE AND ITS DESIGNATED OWNER AND GENERAL MANAGER SHALL HAVE FULL RESPONSIBILITY FOR THE MANAGEMENT AND OPERATION OF THE KITCHEN CONCEPT LICENSED BY THIS AGREEMENT, AND THAT THE AMOUNT OF PROFIT OR LOSS RESULTING FROM THE OPERATION OF THE FRANCHISE BUSINESS WILL BE DIRECTLY ATTRIBUTABLE TO THE PERFORMANCE OF FRANCHISEE: () Yes () No.
18. All information provided to Franchisor in connection with the approval of Franchisee as a Franchisee and Kitchen is truthful and accurate: () Yes () No.
19. Franchisee acknowledges that this Agreement requires arbitration of disputes in the state and county in which Franchisor has its principal place of business at the time the action is filed; that an exception to this requirement is Franchisor's right to bring a court action for specified matters; that the exclusive venue and jurisdiction for any court action is the state in which Franchisor has its principal place of business at the time the action is filed; and that Franchisor and Franchisee waive the right to a jury, to punitive damages, and to bring multi-plaintiff, consolidated, or class-wide actions; and that one (1) year state of limitations applies to claims between the parties subject to specified exceptions: () Yes () No.

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE FRANCHISEE IS AN ENTITY, EACH OF ITS OWNERS MUST SIGN THIS ACKNOWLEDGEMENT.

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

*These representations are not intended to, nor will they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law.

APPENDIX D--GUARANTY

Each of the persons signing this Guaranty (each a "Guarantor"), in order to induce CLUSTERTRUCK FRANCHISING, LLC ("Franchisor") to enter into a Franchise Agreement, dated the _____ day of _____, 20____, with _____ ("Franchisee"), unconditionally and absolutely guaranties payment when due, whether by stated maturity, demand, acceleration or otherwise, of all existing and future indebtedness ("Indebtedness") of Franchisee to Franchisor. Indebtedness includes without limit: any and all obligations or liabilities of the Franchisee to Franchisor under the Franchise Agreement or any other agreement between the Franchisor and Franchisee or otherwise arising, whether absolute or contingent, direct or indirect, voluntary or involuntary, liquidated or unliquidated, joint or several, known or unknown; any and all indebtedness, obligations or liabilities for which Franchisee would otherwise be liable to Franchisor were it not for the invalidity, irregularity, or unenforceability of them by reason of any bankruptcy, insolvency, or other law or order of any kind, or for any other reason; any and all amendments, modifications, renewals and/or extensions of any of the above; and all costs of collecting Indebtedness, including, without limit, actual attorneys' fees. In addition, Guarantor agrees as follows:

1. This Guaranty is a continuing guaranty of payment and not of collection and remains effective whether the Indebtedness is reduced and later increased or entirely extinguished and later reincurred.

2. Guarantor will pay to Franchisor all costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Guaranty.

3. If any Indebtedness is guaranteed by two or more guarantors, the obligation of Guarantor will be several and also joint, each with all and also each with any one or more of the others and may be enforced at the option of Franchisor against each severally, any two or more jointly, or some severally and some jointly. Franchisor, in its sole discretion, may release any one or more of the Guarantors for any consideration that it deems adequate, and may fail or elect not to prove a claim against the estate of any bankrupt, insolvent, incompetent, or deceased Guarantor; and after that, without notice to any Guarantor, Franchisor may extend or renew any or all Indebtedness and may permit Franchisee to incur additional Indebtedness, without affecting in any manner the unconditional obligation of the remaining Guarantors. Guarantor acknowledges that the effectiveness of this Guaranty is not conditioned on any or all of the Indebtedness being guaranteed by anyone else.

4. Guarantor, to the extent not expressly prohibited by applicable law, waives any right to require Franchisor to: (a) proceed against any person or property; (b) give notice of the terms, time and place of any public or private sale of personal property security held from Franchisee or any other person, or otherwise comply with the provisions of the Indiana or other applicable Uniform Commercial Code, as the same may be amended, revised or replaced; or (c) pursue any other remedy in Franchisor's power. Guarantor waives notice of acceptance of this Guaranty and presentment, demand, protest, notice of protest, dishonor, notice of dishonor, notice of default, notice of intent to accelerate or demand payment of any Indebtedness, any and all other notices to which Guarantor might otherwise be entitled, and diligence in collecting any Indebtedness, and agrees that Franchisor may, once or any number of times, modify the terms of any Indebtedness, compromise, extend, increase, accelerate, renew, or forbear to enforce payment of any or all Indebtedness, or permit Franchisee to incur additional Indebtedness, all without notice to Guarantor and without affecting in any manner the unconditional obligation of Guarantor under this Guaranty.

5. Guarantor unconditionally and irrevocably waives each and every defense and setoff of any nature which, under principles of guaranty or otherwise, would operate to impair or diminish in any way the obligation of Guarantor under this Guaranty, and acknowledges that each waiver is by this reference incorporated into each security agreement, collateral assignment, pledge and/or other document from Guarantor now or later securing this Guaranty and/or the Indebtedness, and acknowledges that as of the date of this Guaranty no defense or setoff exists.

6. This Guaranty is an absolute and continuing guarantee and will remain in effect unless revoked in writing by Franchisor.

7. As long as Franchisee owes any monies to Franchisor (other than payments that are not past due) Franchisee will not pay and Guarantor will not accept payment of any part of any Indebtedness owed by Franchisee to us, or any one of us, either directly or indirectly, without the consent of Franchisor.

8. This Guaranty constitutes the entire agreement of Guarantor and Franchisor with respect to the subject matter of this Guaranty. No waiver, consent, modification or change of the terms of the Guaranty will bind Guarantor or Franchisor unless in writing and signed by the waiving party or an authorized officer of the waiving party, and then this waiver, consent, modification or change will be effective only in the specific instance and for the specific purpose given. This Guaranty will inure to the benefit of Franchisor and its successors and assigns and will be binding on Guarantor and Guarantor's heirs, legal representatives, successors and assigns including, without limit, any debtor in possession or trustee in bankruptcy for any of Guarantor. Guarantor has knowingly and voluntarily entered into this Guaranty in good faith for the purpose of inducing Franchisor to extend credit or make other financial accommodations to Franchisee. If any provision of this Guaranty is unenforceable in whole or in part for any reason, the remaining provisions will continue to be effective.

9. The failure to insist upon performance in any one (1) or more instances upon non-performance of any terms, covenants, and conditions of this Guaranty shall not be construed as a waiver of future performance of any such term, covenant, or condition of this Guaranty, and any obligations with respect hereto shall continue in full force and effect. Except as otherwise expressly provided in this Guaranty, no remedy conferred upon the parties pursuant to this Guaranty is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Guaranty or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise of any right, power or remedy pursuant to this Guaranty shall preclude any other or further exercise thereof.

10. THIS GUARANTY WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA. GUARANTOR IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE AND COUNTY OF WHICH FRANCHISOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED AT THE TIME THAT THE LITIGATION IS COMMENCED AND WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS GUARANTY WILL BE THE STATE AND FEDERAL COURTS IN WHICH FRANCHISOR HAS ITS PRINCIPAL PLACE OF BUSINESS AT THE TIME THAT THE LITIGATION IS COMMENCED; HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

11. GUARANTOR ACKNOWLEDGES THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. GUARANTOR, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS GUARANTY OR THE INDEBTEDNESS.

12. This Guaranty may be executed in any number of counterparts each of which when so executed shall be an original, but all of which together shall constitute one (1) and the same instrument. This Guaranty may be executed on signature pages exchanged by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Copies of executed counterparts transmitted by such electronic transmission service shall be considered original executed counterparts for purposes of this Guaranty.

13. In the event any Section or portion of any Section in this Guaranty shall be determined to be invalid or unenforceable for any reason(s), such invalidity or unenforceability shall not affect the validity and enforceability of the remaining valid and enforceable Sections hereof, which shall be construed as if such invalid or unenforceable Section or Sections had not been inserted.

Guarantor:

Dated: _____
_____ (printed name)

Guarantor:

Dated: _____
_____ (printed name)

Guarantor:

Dated: _____
_____ (printed name)

Guarantor:

Dated: _____
_____ (printed name)

APPENDIX E—ASSIGNMENT OF TELEPHONE NUMBERS AND ELECTRONIC MEDIA

THIS ASSIGNMENT is made this _____ day of _____, 20____, between CLUSTERTRUCK FRANCHISING, LLC, a Indiana limited liability company ("Franchisor") and _____, a _____ ("Franchisee").

1. Introduction. Franchisee has obtained a license from Franchisor for the operation of a business using Franchisor's ClusterTruck® Kitchen franchise business systems ("Franchise Systems"), which business Franchisee acquired by signing a Franchise Agreement dated _____ (the "Franchise Agreement"). In consideration of Franchisor granting the license to Franchisee, Franchisee has agreed to assign all Telephone Numbers and Electronic Media (as defined below) that are associated with Franchisee's ClusterTruck® Kitchen franchise business (the "Franchise Business") and/or the Franchise Systems to Franchisor. For purposes of this Agreement, "Telephone Numbers" includes all telephone numbers and fax numbers used in connection with the Franchise Business, including in connection with advertising and marketing for the Franchise Business as listed in Appendix E-1. For purposes of this Agreement, "Electronic Media" means the Internet, email, websites, social networks, wikis, podcasts, online forums, content sharing communities, blogging, other social media accounts or participations (including Facebook, Twitter, LinkedIn, YouTube, Pinterest, and Instagram), mobile technology, and other digital media, digital coupons, keyword or adword purchasing programs, search engine optimization, search engine marketing, AND marketing using other forms of digital media, used in connection with the operation, advertising, and marketing of the Franchise Business as listed in Appendix E-1.

2. Assignment of Telephone Numbers/Power of Attorney. Franchisee assigns all Telephone Numbers to Franchisor or its successor or assign. Franchisee hereby appoints an officer of Franchisor as Franchisee's attorney-in-fact to transfer the Telephone Numbers to Franchisor and to sign, on behalf of Franchisee, all documents necessary to accomplish the transfer.

3. Assignment of Electronic Media/Power of Attorney. Franchisee assigns all Electronic Media to Franchisor or its successor or assign. Franchisee also hereby appoints an officer of Franchisor as Franchisee's attorney-in-fact to transfer the Electronic Media to Franchisor and to sign, on behalf of Franchisee, all documents necessary to accomplish the transfer.

4. Limited License; Responsibility for Costs. Franchisor grants Franchisee a limited license to use the Telephone Numbers and Electronic Media in connection with the Franchise Business only during the term of the Franchise Agreement and only as long as Franchisee complies with the policies and procedures specified by Franchisor. On the expiration without renewal or termination of the Franchise Agreement, this limited license will terminate and Franchisee must cease all use of the Telephone Numbers and Electronic Media. On the termination of this license, Franchisee must cooperate with Franchisor and provide any authorizations as may be necessary for Franchisor to assert its rights in the Telephone Numbers and Electronic Media. While this limited license is in effect, Franchisee is responsible for all costs associated with the Telephone Numbers and Electronic Media and, unless otherwise specified by Franchisor, must pay those costs directly to the providers of the Telephone Numbers and Electronic Media.

5. Access to Telephone Numbers and Electronic Media. Franchisor will have the right to access all accounts relating to the Telephone Numbers and Electronic Media. Franchisee must provide to Franchisor all information necessary to allow Franchisor to access those accounts, including usernames, passwords, security codes, and all changes to any of that information.

6. Consent. Franchisee hereby consents and authorizes any and all telephone companies, telephone directory services, Internet companies, social media companies, and other public or private businesses using, authorizing or providing any of the Telephone Numbers and Electronic Media to immediately recognize this Assignment upon receipt of written notice from Franchisor. Franchisee agrees that a copy of this Assignment, certified by an officer of Franchisor, will be as valid and binding as the original.

7. Notices. Franchisor may give notice of its acceptance of the Assignment of the Telephone Numbers and Electronic Media by sending written notice by (a) registered or certified mail, return receipt requested, postage pre-paid, in which case the notice will be complete two days after mailing; or (b) overnight courier service, in which case the notice will be complete one day after delivery to the overnight courier. Notices may be sent in accordance with this Section to Franchisee and to all telephone companies, Internet companies and other businesses that are to recognize the Assignment.

8. Miscellaneous. If any part of this Agreement is found to be unenforceable, that finding will not invalidate the other parts of this Agreement. This Agreement expresses the entire understanding of the parties with respect to the subject matter herein. This Agreement will be construed in accordance with the laws of the State of Indiana and will be deemed to have been made in the State of Indiana. Franchisor may enforce its rights in this Agreement in the state or federal courts in the state in which Franchisor's principal place of business is located at the time that the litigation is commenced. Franchisee irrevocably submits to the jurisdiction and venue of such courts. This Agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any change is sought.

Signed and effective this ____ day of _____, 20__.

CLUSTERTRUCK FRANCHISING, LLC

By: _____

Its: _____

FRANCHISEE

By: _____

Its: _____

APPENDIX E-1

Telephone Numbers	

Electronic Media	

APPENDIX F—ELECTRONIC FUND TRANSFER AUTHORIZATION

AUTHORIZATION TO HONOR CHARGES DRAWN BY AND PAYABLE TO CLUSTERTRUCK FRANCHISING, LLC (“FRANCHISOR”)

The depositor identified below (“Depositor”) authorizes CLUSTERTRUCK FRANCHISING, LLC and its designees (“Franchisor”) to initiate credit and debit entries electronically (referred to as an ACH or EFT transaction) or otherwise to Depositor’s checking or savings account indicated below (the “Account”) and authorizes the depository or bank designated below (the Depository”) to credit and/or debit the same to the Account.

Debts to the Depositor’s Account that are not honored by the Depositor’s bank will incur a returned item charge upon each occurrence in accordance with the fee schedule determined by Franchisor. For any return item, Franchisor may re-initiate the ACH transaction or require the Depositor to replace the returned item with a Cashier’s check in the amount of the returned item plus any returned item fees due.

This authority is to remain in full force and effect until Depository has received joint written notification from Franchisor and Depositor of the Depositor’s termination of the authority in time and in a manner as to afford Depository a reasonable opportunity to act on it.

Depositor acknowledges and agrees that the origination of ACH transactions must comply with the provisions of all U.S. law and banking regulations.

Depository (Bank) Name: _____

City: _____ State: _____ Zip Code: _____

Transit/ABA Number: _____

Account Number: _____

Depositor: (Please Print): _____

Acknowledged and Agreed: (Please Sign): _____

Name and Title of Person Signing: _____

Date Signed: _____

APPENDIX G—FORM OF LEASE ADDENDUM

Any lease signed by you for the Franchise Location must be amended by an Addendum in the form below or must contain the provisions included in the Addendum below (except to the extent we agree to waive any particular provisions).

ADDENDUM TO LEASE

This Addendum to Lease is entered into this _____ day of _____, 20_____, and modifies a Lease Agreement dated the same date (the “Lease”) entered into by _____ (“Franchisee”) and _____ (“Landlord”) for premises located at _____ (the “Premises”).

1. Introduction. Franchisee has entered into a Franchise Agreement with CLUSTERTRUCK FRANCHISING, LLC (“Franchisor”). The Franchise Agreement requires Franchisee’s lease for the Premises to contain certain provisions. In consideration of the agreement of Franchisor to enter into a Franchise Agreement with Franchisee for a ClusterTruck® Kitchen franchise to be located at the Premises, Landlord and Franchisee agree that the provisions contained in this Addendum will be applicable to the Lease notwithstanding anything to the contrary contained in the Lease.

2. Use. The Premises must not be used for any purpose other than the operation of a ClusterTruck® Kitchen during the term of the Lease, including renewals and extensions.

3. Franchisor’s Options. Landlord and Franchisee grant to Franchisor or affiliate of Franchisor the exclusive right, exercisable at the option of Franchisor, to be assigned all right, title and interest of Franchisee in and to the Lease and the Premises:

a. on the expiration or termination of the Franchise Agreement. Franchisor must give written notice of its intent to exercise this option within thirty (30) days of the event triggering the option. On the giving of notice of exercise by Franchisor, the Lease, and all right, title and interest of Franchisee under the lease and to the Premises will be automatically, and without need of further instrument, assigned to Franchisor or affiliate of Franchisor. If Franchisor does not give notice of exercise within the thirty (30) day period, Franchisor will be deemed to have forfeited all its rights under this Section. Landlord and Franchisee agree to execute documents confirming this assignment in the form presented by Franchisor, including a short form of Lease suitable for recording;

b. on the expiration or termination of the Lease or on Franchisee’s loss of its rights of possession to the Premises, whether by Franchisee’s default under the Lease or otherwise. Landlord shall provide Franchisor notice of default as provided under Section 7. Franchisor or an affiliate of Franchisor shall exercise its right to cure the default under Section 7 and/or accept assignment of the Lease within thirty (30) days after the expiration of the applicable default cure period in the Lease.

4. Franchisor’s Rights. Upon Franchisor’s exercise of its option to accept assignment of the Lease, Franchisee shall remain liable for any amounts owing, or any other default occurring, prior to the effective date of the assignment. Franchisor or affiliate of Franchisor shall succeed to all of the Franchisee’s rights, options, and obligations under the Lease commencing on the effective date of the assignment and shall have the right to transfer or assign the Lease to another ClusterTruck® franchisee without the need to seek consent from Landlord and shall be effective

upon the date of written notice to the Landlord. Franchisor's transfer to another ClusterTruck® franchisee relieves Franchisor from any further liability under the Lease. The terms of this Addendum shall remain in full force and effect as to such franchisee-transferee.

5. Franchisor Access. Landlord and Franchisee grant to Franchisor the right to enter the Premises to inspect and audit the Franchisee's business or to make any modifications necessary to protect the Franchisor trademarks.

6. Exclusivity. If the Premises are part of a strip mall, shopping center or similar location, Landlord will not lease any other space in the mall or center to any business that sells the same or similar products or menu items as a ClusterTruck® Kitchen for carry-out, dine-in, catering, or delivery.

7. Notice of Default and Right to Cure. Landlord must give Franchisor written notice of any breach by Franchisee under the Lease and Franchisor will have thirty (30) days from the date of that notice to cure that default on behalf of Franchisee before Landlord exercises any remedy it may have under the Lease.

8. Other Notices.

a. Landlord and Franchisee must give Franchisor 30 days prior written notice of: (i) the cancellation or termination of the Lease prior to the expiration date of the lease; (ii) an assignment or attempted assignment of the Lease by the Landlord or Franchisee; (iii) the sublease or attempted sublease of the Premises by the Franchisee; or (iv) any modification of the Lease.

b. Landlord and Franchisee must provide written notice to Franchisor within 15 days after: (i) Franchisee exercises any option to extend the Lease; (ii) Landlord and Franchisee renew the lease; or (iii) Landlord institutes any action against Franchisee, including an eviction action.

9. Method of Providing Notices. All notices sent to Franchisor pursuant to this Addendum to Lease must be sent by certified or registered mail, return receipt requested, or by overnight courier, to the following address, or to another address as to which Franchisor has notified the Landlord and the Franchisee:

ClusterTruck Franchising, LLC
Attention: Janet Monroe
729 N. Pennsylvania Street
Indianapolis, IN 46204

With a copy to:
(does not constitute notice)

Mark J. Burzych
Fahey Schultz Burzych Rhodes PLC
4151 Okemos Road
Okemos, MI 48864
Facsimile No.: (517) 381-5051

9. Modification of Premises. Landlord and Franchisee agree that the Premises will not be modified or redecorated in any manner without the prior written acceptance of Franchisor.

10. Third Party Beneficiary. Landlord and Franchisee agree that Franchisor is a third party beneficiary of this Addendum and has the right independently of Franchise to enforce the provisions of this Addendum.

11. Miscellaneous.

a. Applicable Law. This Addendum shall be construed according to the laws of the state in which the premises are located. If any provision, or portion of a provision, of this Addendum is or shall become in conflict with any applicable law, then the applicable law shall govern and such provision or portion of a provision shall be automatically deleted and shall not be effective to the extent that it is not in accordance with applicable law. However, the remaining terms and conditions of this Addendum shall remain in full force and effect and no provision shall be deemed dependent upon any other provision unless otherwise expressed in this Addendum.

b. Entire Agreement. This Addendum constitutes the entire agreement between the parties with respect to the subject matter hereof. This Addendum supersedes any prior agreements, negotiations and discussions between the parties. This Addendum cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties.

c. Effectiveness. This Agreement shall be effective as of the date this Addendum is executed and shall be binding upon the successors and assigns of the parties and shall inure to the benefit of the parties and their respective successors and assigns.

d. Headings. The paragraph headings in this Addendum are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Addendum.

e. Severability. In the event any paragraph or portion of any paragraph in this Addendum shall be determined to be invalid or unenforceable for any reason(s), such invalidity or unenforceability shall not affect the validity and enforceability of the remaining valid and enforceable paragraphs hereof, which shall be construed as if such invalid or unenforceable paragraph or paragraphs had not been inserted.

f. Counterparts. This Addendum may be executed in any number of counterparts, each of which when so executed shall be an original, but all of which together shall constitute one (1) and the same instrument. This Addendum may be executed on signature pages exchanged by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Copies of executed counterparts transmitted by such electronic transmission service shall be considered original executed counterparts for purposes of this Addendum.

LANDLORD:

FRANCHISEE:

By: _____
Its: _____

By: _____
Its: _____

APPENDIX H—COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned, _____ a _____ corporation, ("Assignor"), hereby assigns to CLUSTERTRUCK FRANCHISING, LLC, an Indiana limited liability company ("Assignee") all of Assignor's right, title and interest as tenant in, to and under a Lease Agreement dated the _____ day of _____, 20____, a copy of which is attached hereto as Exhibit A (the "Lease"), relating to premises commonly known as _____ (the "Premises"). This Assignment is for collateral purposes only and except as specified herein, Assignee will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee takes possession of the Premises pursuant to the terms of this Collateral Assignment and assumes the obligations of Assignor under the Lease.

Assignor represents and warrants to Assignee that it has full power and authority to assign the Lease and its interest in the Lease and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the Premises.

Assignee will have the right, but not the obligation, and is hereby empowered to take possession of the Premises, expel Assignor from the Premises, and, in such event, Assignor will have no further right, title or interest in the Lease, on the happening of any of the following events: (a) a default by Assignor under the Lease; (b) the expiration or termination of the Franchise Agreement by and between Assignor and Assignee (the "Franchise Agreement"); or (c) Franchisee's abandonment of the ClusterTruck® Kitchen operated at the Premises. For this purpose, abandonment will be conclusively presumed if Franchisee fails to have the business open and fully operational for two consecutive business days.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment, or modification of the Lease without the prior written consent of Assignee. Throughout the term of the Franchise Agreement and any renewal of the Franchise Agreement, Assignor agrees that it will elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that said option must be exercised, unless Assignee otherwise agrees in writing. On the failure of Assignee to otherwise agree in writing, and on failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting such extension or renewal.

This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof. This Assignment supersedes any prior agreements, negotiations and discussions between the parties. This Assignment cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties. This Assignment may be executed in any number of counterparts, each of which when so executed shall be an original, but all of which together shall constitute one (1) and the same instrument. This Assignment may be executed on signature pages exchanged by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Copies of executed counterparts transmitted by such electronic transmission service shall be considered original executed counterparts for purposes of this Assignment.

Assignee: CLUSTERTRUCK FRANCHISING, LLC

Assignor: _____

By: _____

By: _____

Its: _____

Its: _____

APPENDIX I—ADDENDUM TO FRANCHISE AGREEMENT FOR SBA LOANS

This Addendum (“Addendum”) is made and entered into on _____, 20____, by and between CLUSTERTRUCK FRANCHISING, LLC, a Indiana limited liability company (“Franchisor”), located at 729 N. Pennsylvania Street, Indianapolis, IN 46204, and _____, a _____ (“Franchisee”), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20____, (such Agreement, together with any amendments, the “Franchise Agreement”). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration (“SBA”). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement or any other document Franchisor requires Franchisee to sign:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor’s consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee’s real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 -3733.

Authorized Representative of Franchisor:

By: _____

Print Name: _____

Title: _____

Authorized Representative of Franchisee:

By: _____

Print Name: _____

Title: _____

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements.

APPENDIX J—TERM OF THE FRANCHISE AGREEMENT

1. The Effective Date of the Franchise Agreement is: _____.

2. The date of opening of the Franchise Business is: _____.

3. The expiration date of the Franchise Agreement is: _____.

This Appendix J—Term of the Franchise Agreement is current and complete as of _____, 20__.

CLUSTERTRUCK FRANCHISING, LLC

Franchisee

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**APPENDIX K— CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT AND
CONVENANT NOT TO COMPETE
CLUSTERTRUCK FRANCHISING, LLC**

(Franchisee and Principal Owner)

This Confidentiality and Nondisclosure Agreement and Covenant Not to Compete (the “Agreement”) is entered into as of the date or dates set forth below by and between ***FRANCHISEE*** located at ***Franchisee Street Number*** ***Franchisee Street Name***, ***Franchisee City Name***, ***Franchisee State Name*** ***Franchisee Zip Code*** (“Franchisee”) and CLUSTERTRUCK FRANCHISING, LLC, located at 729 N. Pennsylvania St., Indianapolis, IN, 46204 (the “Company”), and ***Principal Owner 1***, owner of Franchisee (“Owner”) Franchisee and Owner are hereinafter, collectively referred to as the “Franchisee Parties”.

WHEREAS, Franchisee is a party to that certain Franchise Agreement dated _____, 20____ (“Franchise Agreement”) by and between Franchisee and the Company;

WHEREAS, the Company is the Franchisor of ClusterTruck® Kitchens and has the authority to disclose and discuss all information relating to the operations of a ClusterTruck® Kitchen;

WHEREAS, Confidential Information and Trade Secrets, which are more particularly described below, will be disclosed to or otherwise obtained by the Franchisee Parties in the course of and in relation to Franchisee’s operation of its ClusterTruck® Kitchen franchise; and

WHEREAS, the Franchisee Parties understand the necessity of not disclosing any such information to any other party or using such information to compete against the Company, any affiliate(s) or other franchisee(s) of the Company, or in any business (i) that is a Competing Business (as defined below) or (ii) in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of Franchisee, or the Company, any affiliate(s) of the Company, or the Company’s other franchisees.

NOW, THEREFORE, in order to induce the Company to transmit the aforesaid information to the Franchisee Parties, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Franchise System

The Company and its affiliates have developed a modern and innovative delivery kitchen concept offering a wide range of diverse cuisine styles, including barbeque, bowls, breakfast, burgers, burritos, fried chicken, fries, macaroni and cheese, pasta, pizza, salads, sandwiches, seafood, soup, tacos, tots, wings, wraps desserts, children’s options, beverages, and sides brought to customers by delivery or pick up. The delivery kitchen concept includes technical information and expertise relating to the preparation and serving of food products; the use of recipes, formulas, spices, and other food and beverage products, all of which constitute trade secrets and are identified by the public with ClusterTruck®; prescribed exterior and interior design, decor, fixtures, and furnishings; standards and specifications for products and supplies; service standards; uniform standards, specifications, and procedures for operations; training and assistance; and advertising and promotional programs (collectively “Systems”); all of which may be changed, improved, and further developed by the Company.

A business operated under the Systems, the Company's trademarks, and the Company's trade dress, whether operated by the Company or its affiliates or other persons authorized by the Company, will be referred to in this Agreement as a "Kitchen." The Kitchen that Franchisee is licensed to operate under the Franchise Agreement will be referred to in this Agreement as the "Franchise Business."

2. Definitions.

a. The term "Brand Standards Manual" shall mean all manuals or other written materials relating to the Systems or containing the Company's specifications.

b. The term "Competing Business" shall mean any business that is the same or similar to a ClusterTruck® Kitchen, including any delivery or ghost kitchen or restaurant concept offering for delivery or pick-up any of the Company's designated or approved products or services, or other products and services that may be offered by ClusterTruck® Kitchens now or in the future.

c. The term "Confidential Information" shall include, but shall not be limited to, all information, data, and facts constituting or relating to:

- i. The Brand Standards Manuals and all information, guidance, and instructions contained therein, training methods and materials, written directives, menus, recipes, food and beverage preparation techniques and other techniques, processes, policies, procedures, systems and all specifications and data related to the operation of a Kitchen under the Franchise Systems;
- ii. Any knowledge and experience relating to ClusterTruck® Kitchens;
- iii. Advertising, marketing techniques and strategies, and advertising programs used in developing and operating ClusterTruck® Kitchens;
- iv. All information regarding the identities and business transactions of customers, suppliers, and vendors, including but not limited to customer information, sources of supplies, inventory, and equipment, pricing paradigms for sources of supply and all information pertaining to the same;
- v. Computer software and similar technology and systems that have been or may be developed by or for the Company, the Company's affiliates, or the Company's agents, which is proprietary to the Company, including digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;
- vi. Financial information, including but not limited to knowledge of the operating results and financial performance of ClusterTruck® Kitchens;
- vii. New ventures, projections, analyses, pending projects and proposals, and product research and development information;

- viii. All Customer Personal Data obtained and processed by a Franchisee Party through the development and operation of the Franchise Business;
- ix. Other aspects of the Systems now or later revealed to the Franchisee Parties and all changes and enhancements in the Systems, even if developed by any Franchisee Party; and
- x. Other property that the Company describes as being Confidential Information or Trade Secrets of the Systems.

d. The term “Customer Personal Data” shall mean data that may be reasonably linked or linkable to natural persons to whom the Franchise Business provides goods or services or who are associated with a business entity to whom the Franchise Business provides goods or services.

e. The term “Family Members” shall mean all individuals with any of the following relationships with a Franchisee Party or any of their respective shareholders, officers, directors, partners, members, owners, investors, and affiliates: (i) spouse; (ii) children; (iii) grandchildren; (iv) stepchildren; (v) parents; (vi) siblings; (vii) spouse’s parents; and (viii) spouse’s siblings.

f. The term “Franchise Location” shall mean the location for the Franchise Business approved in writing by the Company pursuant to the Franchise Agreement.

g. The term “Geographic Areas” shall mean: (i) the Franchise Location; (ii) the area within twenty-five (25) miles of the Franchise Location; and (iii) the areas within twenty-five (25) miles of any other ClusterTruck® Kitchen existing or in development at the time you begin to operate the Competing Business.

h. The term “Trade Secret” shall mean information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, compilations, recipes, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in the Franchise Business that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

3. Confidentiality and Nondisclosure.

a. The Franchisee Parties, and their Family Members, shareholders, officers, directors, partners, members, managers, owners, investors, employees, and agents, shall not at any time, during the term of the Franchise Agreement, or after the termination, expiration, or any other end of the Franchise Agreement, communicate, disclose, or use any Confidential Information or Trade Secrets (collectively, “Information”) for their own benefit, or the benefit of any third party, nor will the Franchisee Parties directly or indirectly aid any third party to imitate, duplicate, or “reverse engineer” any of the Information. The Franchisee Parties agree to use and permit the use of Information solely in connection with the operation of the Franchise Business. The Franchisee

Parties shall not, without the Company's prior written consent, copy, duplicate, record, or otherwise reproduce any Information. The Franchisee Parties hereby indemnify the Company and its directors, officers, employees, agents, members, successors and assigns, affiliates and subsidiaries, and the respective directors, officers, employees, agents, shareholders, managers, members, affiliates, and successors and assigns of each, from any damages, costs, or expenses resulting from or related to any disclosure or use of Information by the Franchisee Parties or their respective Family Members, shareholders, officers, directors, partners, members, managers, owners, investors, employees, and agents. The Franchisee Parties agree never to copy, duplicate, record or otherwise reproduce any of the Information, in whole or part, share it with any other third-party individual or entity (except as provided herein), store it in a computer or other electronic format, or otherwise make it available to any third party by any other means whatsoever. The Franchisee Parties shall retain all Information in strict confidence and not use the Information except as otherwise provided herein. The Franchisee Parties agree not to claim any right or interest in or to disclose Information to others.

b. During the term of the Franchise Agreement between Franchisee and the Company or in the event the Franchise Agreement terminates, expires without renewal, or ends for any other reason, the Franchisee Parties, and Family Members, shareholders, officers, directors, partners, members, managers, owners, investors, employees, and agents must not use any of the Information to own, operate, or develop any Competing Business.

c. The Franchisee Parties acknowledge the Company's exclusive ownership of the Information and the System and the Company's exclusive ownership of the Company's trademarks. No Franchisee Party shall, directly or indirectly, contest or impair the Company's exclusive ownership of, and/or license with respect to, the Information, the System, or the Company's trademarks.

d. In the event that the Franchise Agreement between Franchisee and the Company terminates, expires without renewal, or ends for any other reason, or upon the Company's reasonable request, the Franchisee Parties shall return to the Company all Information, and shall not retain any copies in whatever form, including without limitation electronically stored information, or other reproductions, or extracts thereof, provided or prepared by the Company or the Franchisee Parties or any of their respective officers, members, managers, shareholders, directors, agents, employees, representatives, or consultants. The Franchisee Parties shall provide a certificate to the Company, in a form satisfactory to the Company, that all of the foregoing have in fact been returned and/or destroyed.

4. Non-competition.

a. The Franchisee Parties acknowledge that the Information disclosed to the Franchisee Parties and all other aspects of the Company's System are highly valuable assets of the Company, and the Franchisee Parties agree that the Franchisee Parties and their shareholders, officers, directors, partners, members, managers, owners, investors, Family Members and affiliates must not, during the term of the Franchise Agreement, engage in any activity in competition with the Company or its franchisees and licensees, including involvement, whether as an owner (except ownership of no more than one percent (1%) of a publicly traded entity), director, officer, member, manager, employee, consultant, lender, representative or agent, or in any other capacity, or otherwise in any business that is involved, in whole or in part, in a

Competing Business (except other Kitchens operated under franchise agreements entered into with the Company), or in any business or entity that franchises, licenses, or otherwise grants to others the right to operate a Competing Business, unless you have received the Company's prior written approval.

b. In the event that the Franchise Agreement between Franchisee and the Company terminates, expires without renewal, or ends for any other reason, the Franchisee Parties and their shareholders, officers, directors, members, managers, partners, owners, investors, Family Members, and affiliates, must not, for a period of two (2) years commencing on the later of the effective date of termination, expiration, non-renewal, or any other end of the Franchise Agreement, directly or indirectly, engage in any activity in competition with the Company or its franchisees and licensees, including involvement, whether as an owner (except ownership of no more than one percent (1%) of a publicly traded entity), partner, director, officer, member, manager, employee, consultant, lender, representative, or agent, or in any other capacity in any business that is involved, in whole or in part, in a Competing Business or in any business or entity that franchises, licenses, or otherwise grants to others the right to operate a Competing Business; provided that, the restrictions in this Section will only apply within the Geographic Areas.

c. The Franchisee Parties and their shareholders, officers, directors, members, managers, partners, owners, and investors, Family Members, and affiliates, must not, during the term of the Franchise Agreement and for a period of two (2) years after termination, expiration, non-renewal, or any other end of the Franchise Agreement, for any reason whatsoever, directly or indirectly: (a) divert or attempt to divert any business or customer of the Franchise Business or any other Kitchen to any Competing Business by direct or indirect inducements or otherwise; (b) sponsor, appoint, or encourage or influence or promote friends, relatives, or associates to operate a Competing Business; or (c) employ any person or furnish or permit access to the Information to any person who is engaged or has arranged to become engaged in any activity in competition with ClusterTruck® Kitchens, including involvement, either as an owner (except no more than one percent (1%) of the publicly traded securities of an entity), partner, director, officer, member, manager, employee, consultant, lender, representative, or agent, or in any other capacity, of any business that is involved, in whole or in part, in a Competing Business or in any business or entity that franchises, licenses, or otherwise grants to others the right to operate a Competing Business.

d. The Franchisee Parties acknowledge and agree that if any of the Franchisee Parties should violate the provisions of this Section 4 with respect to the operation of a Competing Business following expiration, termination, or any other end of the Franchise Agreement, then the period for which the prohibition stated therein shall be extended until two (2) years following the date such Franchisee Parties ceases all activities that are in violation of this Section 4.

5. **Effect of Agreement.** The Company's sole obligation under this Agreement is to provide and/or permit access to the Information to the Franchisee Parties at the outset of the parties' business relationship so that the Franchisee Parties may open and operate the Franchise Business. The Company shall have no further obligations under this Agreement once the Company has provided permitted access to the Information to the Franchisee Parties. Nothing in this Agreement shall be construed to create any additional or continuing obligation of the Company after the Company initially provides the Confidential Information to the Franchisee Parties. The Franchisee Parties' obligations under this Agreement shall continue in effect after

termination, expiration, or any other end of the Franchise Agreement, regardless of the reason or reasons, whether such was voluntary or involuntary, and the Company is entitled to communicate the Franchisee Parties' obligations under this Agreement to any third party to the extent deemed necessary by the Company for protection of its rights.

6. **Reasonableness of Restrictions.** The Franchisee Parties have carefully considered the nature and extent of the restrictions upon the Franchisee Parties set forth in this Agreement (including without limitation, the covenants not to compete, confidentiality restrictions, and the restrictions on assignment) and the rights and remedies conferred upon all of the parties under this Agreement. Such restrictions, rights, and remedies: (a) are reasonable, including, but not limited to, their term and geographic scope; (b) are designed to preclude competition which would be unfair to the Company and the Franchise System; (c) are fully required to protect the Company's legitimate business interests; and (d) do not confer benefits upon the Company that are disproportionate to the Franchisee Parties' detriment. The covenants not to compete set forth in this Agreement are fair and reasonable and will not impose any undue hardship on the Franchisee Parties, since the Franchisee Parties have other considerable skills, experience, and education which afford the Franchisee Parties the opportunity to derive income from other endeavors. The Franchisee Parties acknowledge that each of the terms set forth herein, including the restrictive covenants, are fair and reasonable and are reasonably required for the protection of the Company, the Company's Information, the Company's business system, its network of franchises, the Company's Goodwill, and the Company's trade and service marks, and the Franchisee Parties waive any right to challenge these restrictions as being overly broad, unreasonable, or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then the Franchisee Parties agree to submit to the reduction of any such activity, time period, or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

7. **Relief for Breaches of Confidentiality and Non-Competition.** The Franchisee Parties acknowledge that it will be difficult to measure the damages to the Company from any breach of a Franchisee Party of the covenants and restrictions set forth herein, that the injury to the Company from any such breach would be incalculable and irremediable and the damages are not an alternative or an adequate remedy. The Franchisee Parties therefore agree that in the event any Franchisee Party breaches or attempts to breach any of the terms of this Agreement, the Company shall be entitled as a matter of right to obtain from any court of competent jurisdiction an injunction (i) prohibiting the breaching party from any further breaches of this Agreement; (ii) rescinding any action taken by the breaching party contrary to the terms of this Agreement; and (iii) authorizing the Company to recover from the breaching party any and all salaries, fees, commissions, income, profits or other remuneration or gain which the breaching party may have received or to which it may have become entitled to receive from or by reason of the conducting of any activity in violation of the terms, conditions or covenants of this Agreement. The issuance of such an injunction will not prevent the Company from obtaining such other relief as is appropriate under the circumstances, such as the award of other monetary damages.

8. **Independent Contractor and Joint Employer Disclaimer.** The Franchisee Parties understand and agree that nothing in this Agreement may be construed to create a partnership, joint venture, agency or employment relationship of any kind between the Company or any of the Franchisee Parties. No party shall represent that the relationship between the Company and the Franchisee Parties is other than that of franchisor and franchisee. The Company does not assume any liability, and shall not be considered liable, for any agreements, representations, or warranties made by the Franchisee Parties unless expressly authorized under this Agreement. The Company will not be obligated for any damages to any person or property that directly or indirectly arises from or is related to the operation of the Franchise Business by the Franchisee Parties. The Franchisee Parties acknowledge and agree, and will never contend otherwise, that the Franchisee Parties alone will exercise day-to-day control over all operations, activities and elements of the Franchise Business and that under no circumstance will the Company do so or be deemed to do so. The Franchisee Parties further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, and covenants the Franchisee Parties are required to comply with under this Agreement do not directly or indirectly constitute, suggest, infer or imply that the Company controls any aspect or element of the day-to-day operations of the Franchise Business. None of Franchisee Parties' employees nor the Franchisee Parties will be considered employees of the Company. Neither the Franchisee Parties nor any of Franchisee Parties' employees whose compensation Franchisee may pay in any way, directly or indirectly, expressly or by implication, will be construed to be an employee of the Company for any purpose, including, without limitation, with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any local, state or federal governmental agency.

9. **Notice Pursuant to Defend Trade Secrets Act of 2016.** Pursuant to the Federal Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833, et seq.), Franchisee Parties who are individuals (not business entities) shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that i) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to any attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

10. Miscellaneous.

a. The parties agree that this Agreement shall become non-executory after the Company's disclosure of the Information.

b. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between the parties. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties.

c. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1050 et. seq), as amended, this Agreement shall be governed by the laws of the State of Indiana. The parties agree, however, that if the Franchise Business is not located in Indiana, and if no Franchisee Party a resident of Indiana, the provisions of any franchise or similar law, rule, or regulation of the State of Indiana shall not apply to this Agreement.

d. Any action brought by any party to this Agreement shall only be brought in the appropriate state or federal court located in or serving the county in which the Company's principal place of business is located at the time the litigation is commenced. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by the Company where any Franchisee Party is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments in any appropriate jurisdiction.

e. If the Company is required to enforce this Agreement in any judicial or arbitration proceeding or any appeals, each Franchisee Party, jointly and severally, must reimburse the Company for its enforcement costs. Enforcement costs include actual accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Agreement.

f. This Agreement shall be effective as of the date this Agreement is executed and shall be binding upon the successors and assigns of the parties and shall inure to the benefit of the parties and their respective successors and assigns. Franchisee Parties may not assign this Agreement without the prior written consent of the Company. The Company may assign this Agreement without the prior consent of the Franchisee Parties.

g. The failure to insist upon performance in any one (1) or more instances upon non-performance of any terms, covenants, and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant, or condition of this Agreement, and the obligations of each party with respect thereto shall continue in full force and effect.

h. The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

i. The existence of any claim or cause of action a Franchisee Party might have against the Company will not constitute a defense to the enforcement by the Company of this Agreement.

j. In the event any Section or portion of any Section in this Agreement shall be determined to be invalid or unenforceable for any reason(s), such invalidity or unenforceability shall not affect the validity and enforceability of the remaining valid and enforceable Sections hereof, which shall be construed as if such invalid or unenforceable Section or Sections had not been inserted.

k. Except as otherwise expressly provided in this Agreement, no remedy conferred upon the parties pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party to this Agreement of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

l. This Agreement may be executed in any number of counterparts each of which when so executed shall be an original, but all of which together shall constitute one (1) and the same

instrument. This Agreement may be executed on signature pages exchanged by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Copies of executed counterparts transmitted by such electronic transmission service shall be considered original executed counterparts for purposes of this Agreement.

THE FRANCHISEE PARTIES CERTIFY THAT THEY HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND AND ACCEPT THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ANY FRANCHISEE PARTY TO INDUCE THE SIGNING OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

FRANCHISEE:

COMPANY:

FRANCHISEE

CLUSTERTRUCK FRANCHISING, LLC

By:
Its: _____

By:
Its: _____

Dated:

Dated:

OWNER:

Principal Owner 1

Dated:

EXHIBIT C

ADDENDUM TO FRANCHISE AGREEMENT-RENEWAL

ADDENDUM TO FRANCHISE AGREEMENT-RENEWAL

THIS ADDENDUM is made the ____ day of _____, 20____, and modifies a Franchise Agreement of the same date (the "Franchise Agreement") entered into by CLUSTERTRUCK FRANCHISING, LLC, an Indiana limited liability company, ("Franchisor") and _____, a _____ ("Franchisee"). In this Addendum, "we," "us," and "our" refers to Franchisor and "you" and "your" refers to Franchisee.

A. Introduction. We and you are parties to a franchise agreement dated _____, the term of which expired or will expire on _____, 20____ ("Old Agreement"). You expressed your desire to renew your franchise relationship with us and you signed a new franchise agreement to which this Renewal Addendum is attached (the "Franchise Agreement"). We and you desire to amend the Franchise Agreement to reflect your status as an existing franchisee renewing an ongoing relationship. All capitalized terms not otherwise defined in this Renewal Addendum will have the same meaning as in the Franchise Agreement.

B. Release of Franchisor. As a condition of renewal, you release and forever discharge us and our representatives, owners, employees, officers, agents and assigns from all liability, right, claim, debt and cause of action whatsoever, known or unknown, suspected or unsuspected, which you ever had, now have or may have at any time based on any agreement entered into between you and us on or before the date of this Addendum, including but not limited to the Old Agreement, or based on any act or omission occurring on or before the date of this Addendum.

C. Refurbishing of Franchise Location. You must complete the refurbishing updating, upgrading, construction and/or improvement of the Franchise Location and the equipment, fixtures and signs at the Franchise Location as specified below. These actions must be completed by _____, 20____.

D. Initial Franchise Fee; Renewal Fee. You are not required to pay the initial franchise fee specified in Section 4.1 of the Franchise Agreement. In lieu of the initial franchise fee, you must pay a renewal fee in the amount of \$_____. The renewal fee is payable on or before the signing of the Franchise Agreement.

E. Services Provided to You. Section 5 of the Franchise Agreement is amended as follows:

- (1) The first sentence of Section 5.4 is deleted.
- (2) Section 5.5 is deleted.
- (3) The first sentence of Section 5.8 is deleted.

F. Location Approval and Development. Except as provided in Section C of this Addendum, we acknowledge that, for purposes of Sections 6.1 and 6.4 of the Franchise Agreement, the Franchise Location is approved by us and is currently developed in accordance with our specifications.

G. Date of Opening. For purposes of Section 6.8 of the Franchise Agreement, you are obligated to keep the Franchise Business open so that there is no interruption in the operation of the franchise.

H. Initial Training. Sections 6.6, and the first, second, and fourth paragraphs of 7.1 of the Franchise Agreement are deleted.

I. Grand Opening Advertising. Section 9.1 of the Franchise Agreement is deleted.

J. Events of Default. Subsections 15.4(a), (b), and (c) of the Franchise Agreement are deleted.

K. Legal Effect. Except as modified by this Addendum, the Franchise Agreement will remain in full force and effect and is incorporated in this Addendum by reference.

CLUSTERTRUCK FRANCHISING, LLC

By: _____

Its: _____

Franchisee

By: _____

Its: _____

EXHIBIT D-1

ADDENDUM TO FRANCHISE AGREEMENT-TRANSFER

ADDENDUM TO FRANCHISE AGREEMENT-TRANSFER

THIS ADDENDUM is made the ____ day of _____, 20____, and modifies a Franchise Agreement of the same date (the "Franchise Agreement") entered into by CLUSTERTRUCK FRANCHISING, LLC, an Indiana limited liability company, ("Franchisor") and _____, a _____ ("Franchisee"). In this Addendum, "we," "us," and "our" refers to Franchisor and "you" and "your" refers to Franchisee.

A. Introduction. You entered into an agreement ("Purchase Agreement") to purchase the ClusterTruck® Kitchen located at _____ ("Kitchen") from the current owner of the Kitchen (the "Seller"). We and you desire to amend the Franchise Agreement to reflect the fact that you are acquiring an open and operating Kitchen by transfer from one of our existing franchisees. All capitalized terms not otherwise defined in this Addendum will have the same meaning as in the Franchise Agreement.

B. Contingency; Date of Effectiveness of Franchise Agreement. The rights and obligations of the parties under the Franchise Agreement are contingent on: (1) your completion of our initial training program; and (2) the closing of the transaction under the Purchase Agreement and the transfer of possession and ownership of the Kitchen to you. If these contingencies are not met by _____, 20____, we may, at our option, terminate the Franchise Agreement. If we terminate the Franchise Agreement as provided in this Section, we will have the right to retain the transfer fee paid by you (or the Seller) and otherwise the parties will have no further rights or obligations to each other under the Franchise Agreement; provided that, the confidentiality and non-competition provisions of the Franchise Agreement will survive the termination. If these contingencies are met by the date specified above in this Section, then the Franchise Agreement will become effective on the date that you receive possession and ownership of the Kitchen (the "Effective Date").

C. Refurbishing of Franchise Location. You must complete the refurbishing updating, upgrading, construction and/or improvement of the Franchise Location and the equipment, fixtures and signs at the Franchise Location as specified below. These actions must be completed within 90 days of the date of the Effective Date of this Addendum.

D. Initial Franchise Fee; Transfer Fee. You are not required to pay the initial franchise fee specified in Section 4.1 of the Franchise Agreement. In lieu of the initial franchise fee, you (or the Seller) must pay a transfer fee in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00). The transfer fee is payable on or before the signing of the Franchise Agreement.

E. Services Provided to You. Section 5 of the Franchise Agreement is amended as follows:

- (1) Section 5.5 is deleted.
- (2) The first sentence of Section 5.8 is deleted.

F. Location Approval and Development. Except as provided in Section C of this Addendum, we acknowledge that, for purposes of Sections 6.1 and 6.4 of the Franchise

Agreement, the Franchise Location is approved by us and is currently developed in accordance with our specifications.

G. Date of Opening. For purposes of Section 6.8 of the Franchise Agreement, you must begin operation of the Franchise Business on the effective date of the transfer.

H. Legal Effect. Except as modified by this Addendum, the Franchise Agreement will remain in full force and effect and is incorporated in this Addendum by reference.

CLUSTERTRUCK FRANCHISING, LLC,

By: _____

Its: _____

Franchisee

By: _____

Its: _____

EXHIBIT D-2

FRANCHISE TERMINATION AND RELEASE AGREEMENT--TRANSFER

FRANCHISE TERMINATION AND RELEASE AGREEMENT--TRANSFER

THIS AGREEMENT is effective the _____ day of _____, 20____, and is made between CLUSTERTRUCK FRANCHISING, LLC, an Indiana limited liability company ("Franchisor") and _____ ("Franchisee"). In this Agreement, "we," "us," and "our" refers to Franchisor and "you" and "your" refers to Franchisee.

1. **Introduction.** We and you are parties to a Franchise Agreement dated _____, _____ (the "Franchise Agreement"), for the operation of a ClusterTruck® Kitchen franchise at _____ (the "Kitchen"). You entered into an agreement to sell the Kitchen to a buyer acceptable to us (the "Buyer"). We have waived our right of first refusal to purchase the Kitchen and have approved the sale under Section 14.3 of the Franchise Agreement. In accordance with the Franchise Agreement, we and you are terminating the Franchise Agreement so that we may enter into a new franchise agreement with the Buyer. All capitalized terms not otherwise defined in this Agreement will have the same meaning as in the Franchise Agreement.

2. **Termination of Franchise Agreement.** You and we agree that the Franchise Agreement is terminated as of the effective date of this Agreement.

3. **Release.** As a condition to our consent to your transfer to the Buyer, you release and forever discharge us and our representatives, owners, employees, officers, agents and assigns from all liability, right, claim, debt and cause of action whatsoever, known or unknown, suspected or unsuspected, which you ever had, now have or may have at any time based on any agreement entered into between the parties on or before the date of this Agreement or based on any act or omission occurring on or before the date of this Agreement; provided, that nothing contained in this Section will affect your rights and obligations under this Agreement.

4. **Your Duties.** Effective on the date of this Agreement, and except as may be authorized by any other franchise agreement between us and you, your rights to use the Intellectual Property and the Franchise Systems and all other rights associated with being an authorized ClusterTruck® franchisee will cease and, you must do the following:

(a) You must immediately and permanently discontinue the use of the Intellectual Property, the Confidential Information, the Franchise Systems, and any trademarks, names, and logos confusingly similar to the Franchise Marks or Trade Dress, and any other materials that may, in any way, indicate that you are or were an ClusterTruck® franchisee, or in any way associated with us.

(b) Except as assumed by the Buyer, you must immediately discontinue all advertising placed or ordered. Except as transferred to the Buyer, you must remove and deliver to us all sign faces, advertising and promotional material, letterhead, forms, and any other items containing the Intellectual Property or the Confidential Information. You are responsible for the cost of sign and other identification removal and the cost of shipping signs and other materials to us.

(c) You must cease using the Brand Standards Manual, the Confidential Information, and all other proprietary business information provided by us and, except as

transferred to the Buyer, must return to us all copies of the Brand Standards Manual, the Confidential Information, and other bulletins or other materials received from us containing information about the Intellectual Property and Kitchens.

(d) Except as transferred to the Buyer, you must immediately and permanently cease to use all telephone and fax numbers, email addresses, website addresses, domain names and other electronic media that have been used in the Franchise Business (the "Telephone Numbers" and "Electronic Media") and if requested by us, must assign some or all of these Telephone Numbers and Electronic Media to us. You acknowledge that as between you and us, we have the sole right to all Telephone Numbers and Electronic Media used in the Franchise Business and all written and online directory listings associated with the Franchise Business. You authorize us, and appoint us and any of our officers as your attorney-in-fact, to direct the applicable service providers and all listing agencies to transfer those items to us or our agent or assignee if you fail or refuse to do so. You authorize the applicable service providers and all listing agencies to accept the direction in this Agreement as conclusive evidence of our exclusive rights in the Telephone Numbers and Electronic Media and directory listings and our authority to direct their transfer.

(e) You must cease using any business name containing any of the Marks and must file an abandonment or discontinuance of the name with the appropriate local, county or state agency.

(f) You must immediately pay all sums and debts owing to us and our affiliates, whether those sums and debts owing to us and our affiliates are evidenced by promissory notes, invoices, bills or other writings, and notwithstanding the fact that those sums and debts may not at that time be fully due and payable, those debts being accelerated automatically without further notice to you.

(g) You must sell to us all or part of your inventory or products on hand as of the date of termination or expiration that are uniquely identified with us, if any, as we may request in writing within thirty (30) days after the date of termination or expiration. You agree that the sales price for those items will be the current published prices then being charged by the manufacturer or supplier to our authorized franchisees, not including any costs of storage or transportation paid by you to bring the goods initially to the Franchise Business, minus all costs incurred or to be incurred by us to restore the goods or the packaging of the goods to a saleable condition and minus a reasonable allowance for physical deterioration, obsolescence, or damage to the extent not restored.

(h) You and each of your owners shall, jointly and severally, pay all costs and expenses (including without limitation, reasonable attorney fees and expert fees) incurred by us in connection with the successful enforcement of Article 16 of the Franchise Agreement. In the event that you fail to comply with this Article 16, you agree and consent to us entering the Franchise Location, and such entry shall not constitute a trespass, for the purpose of carrying out your obligations under this Article 16 at your expense.

5. Surviving Provisions of Franchise Agreement. The following provisions of the Franchise Agreement will survive the termination of the Franchise Agreement: Article 11 relating to Intellectual Property; Article 12 relating to confidentiality; Article 13 relating to restrictions on competition; Article 16 relating to your obligations on termination; Article 17 relating to indemnification; Article 18 relating to controlling law, venue and jurisdiction, and dispute resolution; and other obligations in the Franchise Agreement or any other agreements between the parties that, by their terms or intent, survive expiration or termination of the Franchise Agreement.

6. Legal Effect. This Agreement contains the entire agreement between the parties as to the matters covered and is binding on the heirs, devisees, successors or assigns of the parties. The laws of the State of Indiana will govern this Agreement and the construction of this Agreement. You and your owners must file any action against us or our affiliates or our or their owners, officers, directors, managers, agents, or employees, and we may file any action against you and your owners, exclusively in the federal or state courts located in the state in which our principal office is located at the time the action is filed. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Neither party will seek a transfer or change in venue from a venue established or authorized in this Section or elsewhere in this Agreement. You agree to pay all costs incurred by us in enforcing the provisions of this Agreement, including, but not limited to reasonable attorney fees.

The parties have signed this Agreement on the dates beside their signatures, to be effective as of the date at the beginning of this Agreement.

CLUSTERTRUCK FRANCHISING, LLC

Dated: _____

By: _____

Its: _____

(Franchisee)

Dated: _____

By: _____

Its: _____

EXHIBIT E

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EXHIBIT F

CONFIDENTIALITY/NON-COMPETITION AGREEMENT

CONFIDENTIALITY/NON-COMPETITION AGREEMENT

(management employee)

I am an employee or trainee of _____
(the "Company"). The Company operates or is developing a ClusterTruck® Kitchen franchise under a Franchise Agreement between the Company and CLUSTERTRUCK FRANCHISING, LLC (the "Franchisor") or of one of its affiliates or franchisees.

As an employee or trainee of the Company, I acknowledge that in the course of my employment by the Company and my training in the ClusterTruck® Kitchen systems of operation, I will have access to certain Confidential Information, as defined below, about the Company and the Franchisor's methods of establishing, developing, operating and maintaining ClusterTruck® Kitchens that is confidential and not available to the public in general. I understand that the Company and the Franchisor have spent a great deal of time and money developing this Confidential Information and I acknowledge that the Company and the Franchisor's reasonable competitive business interests would be severely and irreparably damaged if the Confidential Information that has been (or may be) revealed to me, or which I may obtain or access through the course of my employment or training with the Company, were to be shared with or disclosed to any third person, become available to the public in general, or used by me to either compete with the Company or the Franchisor or any of its affiliates or franchisees or in any way or for any purpose not authorized by the Company. I, therefore, agree that the Company and Franchisor have a need to protect the Company's and the Franchisor's valuable Confidential Information and I agree that in consideration of these factors, and in consideration of my employment or continuing employment with the Company and/or by training in the ClusterTruck® Kitchen systems of operation, I promise and agree to be bound by the terms of this Agreement as follows:

1. I agree not to directly or indirectly disclose to any individual, partnership, corporation or any other entity ("Person") or to use myself, any Confidential Information which I learn or gain access to during my training and/or employment with the Company, except as necessary in the course of my employment with the Company and in accordance with the Company's policies. I agree that these restrictions will apply while I am in training or am employed by the Company and indefinitely after my training is completed or ends or my employment terminates or ends for any reason.

I agree to, at all times, keep the Confidential Information strictly confidential and use my best efforts to maintain the secrecy of the Confidential Information. In particular, I will, at all times, keep all tangible forms of the Confidential Information that I have been entrusted with in a secure work area and safely locked away when not in use and will ensure that these items do not fall into the hands of unauthorized persons.

I also agree that if my training ceases without my being employed by the Company or my employment with the Company terminates or ends for any reason, I will immediately return to the Company or the Franchisor, all memoranda, notes, and other written, digital, electronic, or printed information that is in my possession or under my control, which contains Confidential Information, including information, which although not confidential, belongs to the Company or the Franchisor or relates to its business or systems of the Company or the Franchisor. This obligation will apply regardless of whether the information was prepared by me, the Company, the Franchisor, or a third party.

The term "Confidential Information" includes, but is not limited to: (i) "proprietary information," which includes, but is not limited to, knowledge and experience relating to ClusterTruck® Kitchens; advertising, marketing techniques and strategies, and advertising programs used in developing and operating ClusterTruck® Kitchens; computer software and similar technology and systems that have been or may be developed by or for the Company or the Franchisor, which is proprietary to the Company or the Franchisor, including digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology; all data obtained from, related to, or linkable to customers of the Company or any other ClusterTruck® Kitchen, including without limitation such customers' names, birthdates, addresses, contact information, payment card information, and transaction histories; the contents of the Brand Standards Manual; financial information, including but not limited to knowledge of the operating results and financial performance of ClusterTruck® Kitchens; new ventures, pending projects and proposals, and product development information; other aspects of the ClusterTruck® Kitchen systems now or later revealed to you and all changes and enhancements in the ClusterTruck® Kitchen systems, even if developed by you; and other property that the Company or the Franchisor describes as being Confidential Information or that is confidential, unique and/or not generally known or available to the public, including but not limited to, information regarding the Company's or the Franchisor's methods, equipment, and materials relating to the development, marketing, and operation of the Company's business of a ClusterTruck® Kitchen; (ii) "trade secret" information which includes any knowledge, ideas, concepts, recipes, techniques, computer programs, systems manuals, installation guides, reports, technical manuals, operation manuals, and training programs relating to the establishment, development, operation and maintenance of the Company's business or a ClusterTruck® Kitchen; (iii) "customer information" which includes information about current and prospective customers of the Company or the Franchisor, including any list that contains the names, addresses and telephone numbers, and other contact information of the Company's or Franchisor's current or prospective customers, and specific information about these customers or prospective customers such as number of employees, general needs, customer contacts or referral sources; and (iv) "supplier information" which includes product source information and information about current and prospective carriers, suppliers, vendors, agencies, or providers of the Company or the Franchisor, including the names, addresses and telephone numbers of any such suppliers and the terms of any contracts or arrangements between the Company or the Franchisor and such suppliers.

2. I will not, while I am in training or while I am employed by the Company, nor within one (1) year of the date that training ceases without my being employed by the Company or the date of termination of my employment, for any reason whatsoever, directly or indirectly:

(a) engage in any business that is in competition with the Company or the Franchisor as principal, agent on behalf of others, jointly with others, or as a stockholder, partner, director, officer, independent contractor, employee or advisor of or to any Person within two (2) miles of any ClusterTruck® Kitchen; or

(b) have a financial interest in, or aid or assist, financially or otherwise (as a lender, stockholder, or otherwise), any Person who is engaged in a business that is in competition with the Company or the Franchisor within twenty-five (25) miles of any ClusterTruck® Kitchen.

I also agree that I will not maliciously disparage or otherwise make harmful or unfavorable statements regarding the Company or the Franchisor or a ClusterTruck® Kitchen or any of their services, operations, processes or methods to anyone else.

3. Pursuant to the federal Defend Trade Secrets Act of 2016, I have been notified and understand that I will not be held criminally or civilly liable under any federal or state trade secrets law for the disclosure of a trade secret that: (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

4. I understand that the Franchisor is the exclusive owner of all rights relating to the ClusterTruck® Kitchen systems and its Confidential Information, and I agree that as a condition of my training and/or employment by the Company, the Franchisor has the exclusive rights to all ideas, improvements and innovations relating to a ClusterTruck® Kitchen, which I conceive, develop or help develop during my training and/or employment.

5. I understand that the Company is an independently owned and operated ClusterTruck® Kitchen franchisee and is my sole employer and solely responsible for the terms and conditions of my employment and my compensation. I further understand that the Franchisor is not directly or indirectly my employer and that the Franchisor is granted rights under this Agreement solely for the purpose of protecting the ClusterTruck® Confidential Information and the ClusterTruck® Kitchen systems and brand.

6. My obligations under this Agreement will be binding on me and my heirs and personal representatives and will inure to the benefit of the Company and the Franchisor and their successors and assigns. My obligations arising out of this Agreement are in addition to and are not in any manner limitations on all obligations not to use or disclose the Company's or the Franchisor's Confidential Information as provided by law, whether expressly or by implication.

7. I acknowledge that my breach of this Agreement will cause the Company and/or Franchisor irreparable harm. I, therefore, agree that the Company will be entitled to an injunction enjoining me and restraining me from performing and continuing to commit any violation or breach of this Agreement, in addition to any other rights and remedies it might have. Also, the Company will be entitled to recover all costs and expenses from me, including actual attorneys' fees and costs incurred in enforcing this Agreement. These remedies are cumulative and not alternative and will be in addition to every remedy given under this Agreement, any other agreement between me and the Company, or now or later existing at law or in equity, by statute or otherwise. The election of one or more remedies will not constitute a waiver of any right to pursue other remedies.

8. I agree that Franchisor is a third-party beneficiary of this Agreement and has the right independently of the Company to enforce the provisions of this Agreement.

9. I acknowledge and agree that the restrictions, rights, and remedies contained in this Agreement are reasonable, valid, and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, such provision shall be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that the purpose of this Agreement is to provide the broadest possible protection against disclosure of the Confidential Information.

10. I agree that this Agreement, for all purposes, will be construed in accordance with the laws of the State of Indiana without regard to conflicts-of-law principles.

11. I have had an opportunity to review all the terms of this Agreement with my attorney and/or advisors and have read, understand and voluntarily accept all the terms of this Agreement.

12. I agree that any litigation will only be conducted on an individual, not a class-wide basis, and that a litigation proceeding between me and the Company or the Franchisor may not be consolidated with any other litigation proceeding between me and the Company or the Franchisor and any other person, corporation, limited liability company, partnership or other entity. I waive, to the fullest extent allowed by law, any right to pursue or participate as a lead plaintiff or a class representative in any claim on a class or consolidated basis.

13. AFTER CONSULTING WITH MY ATTORNEY OR HAVING THE OPPORTUNITY TO DO SO, I KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY (AND WITHOUT DURESS OR COERCION) WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS AGREEMENT OR BASED ON ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTION RELATING TO THIS AGREEMENT. I WILL NOT SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS WILL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ME OR THE COMPANY EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ME AND THE COMPANY.

ACCEPTED:

Signature of Employee/Trainee

The Company

Type or Print Employee/Trainee Name

By: _____

Its: _____

Dated: _____

Dated: _____

CONFIDENTIALITY AGREEMENT

(rank and file employee)

I am an employee or trainee of _____
(the "Company"). The Company operates or is developing a ClusterTruck® Kitchen franchise under a Franchise Agreement between the Company and CLUSTERTRUCK FRANCHISING, LLC (the "Franchisor") or of one of its affiliates or franchisees.

As an employee or trainee of the Company, I acknowledge that in the course of my employment by the Company and my training in the ClusterTruck® Kitchen systems of operation, I will have access to certain Confidential Information, as defined below, about the Company and the Franchisor's methods of establishing, developing, operating and maintaining ClusterTruck® Kitchens that is confidential and not available to the public in general. I understand that the Company and the Franchisor have spent a great deal of time and money developing this Confidential Information and I acknowledge that the Company and the Franchisor's reasonable competitive business interests would be severely and irreparably damaged if the Confidential Information that has been (or may be) revealed to me, or which I may obtain or access through the course of my employment or training with the Company, were to be shared with or disclosed to any third person, become available to the public in general, or used by me to compete with the Company or the Franchisor or any of its affiliates or franchisees or in any way or for any purpose not authorized by the Company. I, therefore, agree that the Company and Franchisor have a need to protect the Company's and the Franchisor's valuable Confidential Information and I agree that in consideration of these factors, and in consideration of my employment or continuing employment with the Company and/or by training in the ClusterTruck® Kitchen systems of operation, I promise and agree to be bound by the terms of this Agreement as follows:

1. I agree not to directly or indirectly disclose to any individual, partnership, corporation or any other entity ("Person") or to use myself, any Confidential Information which I learn or gain access to during my training and/or employment with the Company, except as necessary in the course of my employment with the Company and in accordance with the Company's policies. I agree that these restrictions will apply while I am in training or am employed by the Company and indefinitely after my training is completed or ends or my employment terminates or ends for any reason.

I agree to, at all times, keep the Confidential Information strictly confidential and use my best efforts to maintain the secrecy of the Confidential Information. In particular, I will, at all times, keep all tangible forms of the Confidential Information that I have been entrusted with in a secure work area and safely locked away when not in use and will ensure that these items do not fall into the hands of unauthorized persons.

I also agree that if my training ceases without my being employed by the Company or my employment with the Company terminates or ends for any reason, I will immediately return to the Company or the Franchisor, all memoranda, notes, and other written, digital, electronic, or printed information that is in my possession or under my control, which contains Confidential Information, including information, which although not confidential, belongs to the Company or the Franchisor or relates to its business or systems of the Company or the Franchisor. This obligation will apply regardless of whether the information was prepared by me, the Company, the Franchisor, or a third party.

The term "Confidential Information" includes, but is not limited to: (i) "proprietary information," which includes, but is not limited to, knowledge and experience relating to ClusterTruck® Kitchens; advertising, marketing techniques and strategies, and advertising programs used in developing and operating ClusterTruck® Kitchens; computer software and similar technology and systems that have been or may be developed by or for the Company or the Franchisor, which is proprietary to the Company or the Franchisor, including digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology; all data obtained from, related to, or linkable to customers of the Company or any other ClusterTruck® Kitchen, including without limitation such customers' names, birthdates, addresses, contact information, payment card information, and transaction histories; the contents of the Brand Standards Manual; financial information, including but not limited to knowledge of the operating results and financial performance of ClusterTruck® Kitchens; new ventures, pending projects and proposals, and product development information; other aspects of the ClusterTruck® Kitchen systems now or later revealed to you and all changes and enhancements in the ClusterTruck® Kitchen systems, even if developed by you; and other property that the Company or the Franchisor describes as being Confidential Information or that is confidential, unique and/or not generally known or available to the public, including but not limited to, information regarding the Company's or the Franchisor's methods, equipment, and materials relating to the development, marketing, and operation of the Company's business of a ClusterTruck® Kitchen; (ii) "trade secret" information which includes any knowledge, ideas, concepts, recipes, techniques, computer programs, systems manuals, installation guides, reports, technical manuals, operation manuals, and training programs relating to the establishment, development, operation and maintenance of the Company's business or a ClusterTruck® Kitchen; (iii) "customer information" which includes information about current and prospective customers of the Company or the Franchisor, including any list that contains the names, addresses and telephone numbers, and other contact information of the Company's or Franchisor's current or prospective customers, and specific information about these customers or prospective customers such as number of employees, general needs, customer contacts or referral sources; and (iv) "supplier information" which includes product source information and information about current and prospective carriers, suppliers, vendors, agencies, or providers of the Company or the Franchisor, including the names, addresses and telephone numbers of any such suppliers and the terms of any contracts or arrangements between the Company or the Franchisor and such suppliers.

2. Pursuant to the federal Defend Trade Secrets Act of 2016, I have been notified and understand that I will not be held criminally or civilly liable under any federal or state trade secrets law for the disclosure of a trade secret that: (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

3. I understand that the Franchisor is the exclusive owner of all rights relating to the ClusterTruck® Kitchen systems and its Confidential Information, and I agree that as a condition of my training and/or employment by the Company, the Franchisor has the exclusive rights to all ideas, improvements and innovations relating to a ClusterTruck® Kitchen, which I conceive, develop or help develop during my training and/or employment.

4. I understand that the Company is an independently owned and operated ClusterTruck® Kitchen franchisee and is my sole employer and solely responsible for the terms and conditions of my employment and my compensation. I further understand that the Franchisor is not directly or indirectly my employer and that the Franchisor is granted rights under this Agreement

solely for the purpose of protecting the ClusterTruck® Confidential Information and the ClusterTruck® Kitchen systems and brand.

5. My obligations under this Agreement will be binding on me and my heirs and personal representatives and will inure to the benefit of the Company and the Franchisor and their successors and assigns. My obligations arising out of this Agreement are in addition to and are not in any manner limitations on all obligations not to use or disclose the Company's or the Franchisor's Confidential Information as provided by law, whether expressly or by implication.

6. I acknowledge that my breach of this Agreement will cause the Company and/or Franchisor irreparable harm. I, therefore, agree that the Company will be entitled to an injunction enjoining me and restraining me from performing and continuing to commit any violation or breach of this Agreement, in addition to any other rights and remedies it might have. Also, the Company will be entitled to recover all costs and expenses from me, including actual attorneys' fees and costs incurred in enforcing this Agreement. These remedies are cumulative and not alternative and will be in addition to every remedy given under this Agreement, any other agreement between me and the Company, or now or later existing at law or in equity, by statute or otherwise. The election of one or more remedies will not constitute a waiver of any right to pursue other remedies.

7. I agree that Franchisor is a third-party beneficiary of this Agreement and has the right independently of the Company to enforce the provisions of this Agreement.

8. I acknowledge and agree that the restrictions, rights, and remedies contained in this Agreement are reasonable, valid, and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, such provision shall be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that the purpose of this Agreement is to provide the broadest possible protection against disclosure of the Confidential Information.

9. I agree that this Agreement, for all purposes, will be construed in accordance with the laws of the State of Indiana without regard to conflicts-of-law principles.

10. I have had an opportunity to review all the terms of this Agreement with my attorney and/or advisors and have read, understand and voluntarily accept all the terms of this Agreement.

11. I agree that any litigation will only be conducted on an individual, not a class-wide basis, and that a litigation proceeding between me and the Company or the Franchisor may not be consolidated with any other litigation proceeding between me and the Company or the Franchisor and any other person, corporation, limited liability company, partnership or other entity. I waive, to the fullest extent allowed by law, any right to pursue or participate as a lead plaintiff or a class representative in any claim on a class or consolidated basis.

12. AFTER CONSULTING WITH MY ATTORNEY OR HAVING THE OPPORTUNITY TO DO SO, I KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY (AND WITHOUT DURESS OR COERCION) WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS AGREEMENT OR BASED ON ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTION RELATING TO THIS AGREEMENT. I WILL NOT SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS

NOT BEEN WAIVED. THESE PROVISIONS WILL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ME OR THE COMPANY EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ME AND THE COMPANY.

ACCEPTED:

Signature of Employee/Trainee

The Company

Type or Print Employee/Trainee Name

By: _____

Its: _____

Dated: _____

Dated: _____

EXHIBIT G

LIST OF CLUSTERTRUCK FRANCHISING, LLC'S FRANCHISED RESTAURANTS

As of December 31, 2024

Owner	Address	City	State	Zip	Phone	Affiliate Owned	Not Open
Indiana							
Cook Restaurant Group, LLC	1334 North Lasalle Street	Indianapolis	IN	46201	(540) 907-3604		X

EXHIBIT H

LIST OF FRANCHISEES THAT RECENTLY LEFT THE SYSTEM

LIST OF FRANCHISEES THAT RECENTLY LEFT THE SYSTEM

The following are the name, city and state and business telephone number, or if unknown the last home telephone number of each Franchisee who has had a franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the calendar year 2024 or who have not communicated with us within 10 weeks of our application date (or the date of this Offering Circular, if this Offering Circular is not for use in a state requiring registration of franchises).

NONE

FINANCIAL STATEMENTS

EXHIBIT I

ClusterTruck Franchising, LLC

(a wholly owned subsidiary of ClusterTruck, Inc.)

Financial Report
December 31, 2024

ClusterTruck Franchising, LLC

Contents

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Fax: 248.375.7101
plantemoran.com

Independent Auditor's Report

To the Board of Directors
ClusterTruck Franchising, LLC

Opinion

We have audited the financial statements of ClusterTruck Franchising, LLC (the "Company"), which comprise the balance sheet as of December 31, 2024 and 2023 and the related statements of operations, member's (deficit) equity, and cash flows for the year ended December 31, 2024 and the period from July 7, 2023 (commencement of operations) through December 31, 2023, and the related notes to the financial statements.

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal controls 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 the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audits 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 audits 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.

To the Board of Directors
ClusterTruck Franchising, LLC

In performing audits in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- 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 audits 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 audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

Plante & Moran, PLLC

March 5, 2025

ClusterTruck Franchising, LLC

Balance Sheet

December 31, 2024 and 2023

	2024	2023
Assets		
Current Assets		
Cash	\$ 3,594	\$ 554
Franchise fee receivable	-	50,000
Total assets	<u><u>\$ 3,594</u></u>	<u><u>\$ 50,554</u></u>
Liabilities and Member's Equity (Deficit)		
Current Liabilities - Deferred revenue	\$ 50,000	\$ 50,000
Member's Equity (Deficit)	<u>(46,406)</u>	<u>554</u>
Total liabilities and member's equity (deficit)	<u><u>\$ 3,594</u></u>	<u><u>\$ 50,554</u></u>

ClusterTruck Franchising, LLC

Statement of Operations

	Year Ended December 31, 2024	Period from July 7, 2023 through December 31, 2023
General and Administrative Expenses	\$ 192,851	\$ 4,746
Net Loss	<u>\$ (192,851)</u>	<u>\$ (4,746)</u>

See notes to financial statements.

ClusterTruck Franchising, LLC**Statement of Member's (Deficit) Equity**

Balance - July 7, 2023	\$ -
Net loss	(4,746)
Member contributions	<u>5,300</u>
Balance - December 31, 2023	554
Net loss	(192,851)
Member contributions	<u>145,891</u>
Balance - December 31, 2024	<u><u>\$ (46,406)</u></u>

ClusterTruck Franchising, LLC**Statement of Cash Flows**

	Year Ended December 31, 2024	Period from July 7, 2023 through December 31, 2023
Cash Flows from Operating Activities		
Net loss	\$ (192,851)	\$ (4,746)
Adjustments to reconcile net loss to net cash from operating activities -		
Change in accounts receivable	50,000	-
Net cash used in operating activities	(142,851)	(4,746)
Cash Flows Provided by Financing Activities - Member contributions	145,891	5,300
Net Increase in Cash	3,040	554
Cash - Beginning of period	554	-
Cash - End of period	<u><u>\$ 3,594</u></u>	<u><u>\$ 554</u></u>

December 31, 2024 and 2023

Note 1 - Nature of Business

ClusterTruck Franchising, LLC (a wholly owned subsidiary of ClusterTruck, Inc.) (the "Company") is a limited liability company organized in the state of Indiana. The Company is engaged in franchising a modern and innovative delivery kitchen concept offering a wide range of diverse cuisine styles. The Company does business under the company name ClusterTruck Kitchen and related trademarks (the "Marks"). As of December 31, 2024, the Company has signed one franchise agreement, which has not yet opened.

Note 2 - Significant Accounting Policies

Basis of Presentation

The financial statements of the Company have been prepared on the basis of generally accepted accounting principles (GAAP). The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect amounts reported in the financial statements. Actual results could differ from those estimates.

Cash

The total amount of bank deposits that were insured by the FDIC at December 31, 2024 and 2023 was \$3,594 and \$554, respectively.

Revenue Recognition

The Company's revenue consists of franchise fees. The Company sells individual franchisees the right to operate a ClusterTruck Kitchen location within a defined territory using the franchise brand name. The initial nonrefundable franchise fees are recognized as revenue over the term of the franchise agreement or upon termination of such agreement. The Company had no revenue for the year ended December 31, 2024 and the period from July 7, 2023 (commencement of operations) through December 31, 2023.

The initial franchise fees are due and typically paid when a franchise agreement is executed and are nonrefundable. These fees are collected prior to the satisfaction of the Company's performance obligations, resulting in the Company recognizing deferred revenue contract liabilities. Deferred revenue as of December 31, 2024 and 2023 was \$50,000.

Income Taxes

The Company is treated as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable or provided for by the Company. The member is taxed individually on its pro rata ownership share of the Company's earnings. The Company's net income or loss is allocated to the member in accordance with the Company's operating agreement.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles 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 revenue and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events

The financial statements and related disclosures include evaluation of events up through and including March 5, 2025, which is the date the financial statements were available to be issued.

Note 3 - Member's Equity

The Company was formed in 2023 through a contribution of equity from its member in the amount of \$500.

December 31, 2024 and 2023

Note 4 - Related Party Transactions

During 2024, the Company had accounts payable to ClusterTruck, Inc. totaling \$145,891 that were reclassified as contributions, as such payables are no longer expected to be repaid.

EXHIBIT J

STATE SPECIFIC DISCLOSURES AND ADDENDA

**ADDITIONAL STATE-SPECIFIC DISCLOSURES FOR THE
MULTI-STATE FRANCHISE DISCLOSURE DOCUMENT OF
CLUSTERTRUCK FRANCHISING, LLC**

The following are additional disclosures for the Franchise Disclosure Document of CLUSTERTRUCK FRANCHISING, LLC required by various state franchise laws. Each provision of these additional disclosures will not apply unless, with respect to that provision, the jurisdictional requirements of the applicable state franchise registration and disclosure law are met independently without reference to these additional disclosures.

CALIFORNIA

1. 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.

2. IN ADDITION TO THE INFORMATION SET FORTH IN ITEM 3 OF THE DISCLOSURE DOCUMENT, NEITHER THE FRANCHISOR NOR ANY PERSON LISTED IN ITEM 2 OF THE DISCLOSURE DOCUMENT IS SUBJECT TO ANY CURRENTLY EFFECTIVE ORDER OF ANY NATIONAL SECURITIES ASSOCIATION OR NATIONAL SECURITIES EXCHANGE, AS DEFINED IN THE SECURITIES EXCHANGE ACT OF 1934, 15 USCA 78(a), ET SEQ., SUSPENDING OR EXPELLING SUCH PERSONS FROM MEMBERSHIP IN SUCH ASSOCIATION OR EXCHANGE.

3. THE FOLLOWING PARAGRAPHS ARE AN ADDITION TO THE DISCLOSURE CONTAINED IN ITEM 17 OF THE DISCLOSURE DOCUMENT.

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

(b) The Franchise Agreement contains a covenant not to compete that extends beyond termination of the franchise. That provision may not be enforceable under California law.

(c) The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 USCA Sec. 101, et seq.).

(d) The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

(e) You must sign a general release if you renew or transfer your franchise. California Corporation 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).

(f) Section 31125 of the California Corporations Code requires the Franchisor to give the Franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to solicitation of a proposed material modification of an existing franchise.

The URL address for the CLUSTERTRUCK FRANCHISING, LLC Website is <https://clustertruck.com/> OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.

HAWAII

1. The following is in addition to the disclosure in Item 8 of the Franchise Disclosure Document:

The requirement for you to purchase products from us or some other entity as we designate in writing, may be unlawful under Hawaii Law. If, and to the extent, that requirement is found to be unlawful, that requirement will be void (to the extent unlawful) and you must purchase those products from approved suppliers.

2. The following is in addition to the disclosure in Item 17 of the Franchise Disclosure Document:

Any release signed by you as a condition of renewal or transfer will not exclude claims you may have under the Hawaii Investment Law

ILLINOIS

1. The following is in addition to the disclosure in Item 17 of the Franchise Disclosure Document:

The Franchise Agreement, as amended for the State of Illinois, provides that:

(a) Section 20 of the Illinois Franchise Disclosure Act of 1987 (the "Act") will control over any inconsistent provisions in the Agreement relating to renewal of the Agreement.

(b) Section 19 of the Act will control over any inconsistent provisions in the Agreement relating to termination of the Agreement.

(c) Illinois law governs the franchise agreements.

(d) Any provision of the Agreement specifying a state other than Illinois as the forum for litigation is void with respect to any cause of action that is otherwise enforceable in the State of Illinois.

(e) In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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 applicable state franchise law, including fraud in the

inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

INDIANA

1. **REGISTRATION OF THIS FRANCHISE IN THE STATE OF INDIANA DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER.**

2. The following is in addition to the disclosure in Item 8 of the Franchise Disclosure Document:

The requirement for you to purchase products from us or some other entity as we designate in writing, may be unlawful under Indiana Law. Under the Franchise Agreement amended for use in Indiana, if, and to the extent, that requirement is found to be unlawful, that requirement will be void (to the extent unlawful) and you must purchase those products from approved suppliers.

3. The following is in addition to the disclosure in Item 12 of the Franchise Disclosure Document:

(a) Under the Franchise Agreement amended for use in Indiana, we are prohibited from establishing a Franchisor owned outlet engaged in a substantially identical business to that of the Franchise Business within your Protected Area, whether or not the business is operated under the Franchise Marks.

4. The following is in addition to the disclosure in Item 17 of the Franchise Disclosure Document:

(a) Under the Franchise Agreement amended for use in Indiana, the post-termination non-competition covenant only applies to your Protected Area and does not include the areas within a radius of any other ClusterTruck® Kitchen location.

(b) The Franchise Agreement amended for use in the State of Indiana specifies that the Agreement and the construction of the Agreement will be governed by the laws of the State of Indiana except that the Indiana Franchise Law (Indiana Code 23-2-2.5 and 23-2-2.7) will control where applicable.

MICHIGAN

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

(a) A prohibition of your right to join an association of Franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in

this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (30) days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (1) the term of the franchise is less than five (5) years and (2) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) the failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards;
 - (ii) the fact that the proposed transferee is a competitor of the franchisor or sub-franchisor;
 - (iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations; and
 - (iv) the failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a

provision that grants to a franchisor the right of first refusal to purchase the assets of a franchisee on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subsection 3.

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

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

IF FRANCHISOR'S MOST RECENT UNAUDITED FINANCIAL STATEMENT SHOWS A NET WORTH OF LESS THAN ONE HUNDRED THOUSAND (\$100,000) DOLLARS, YOU HAVE THE RIGHT TO REQUEST THE ESCROW OF THE INITIAL INVESTMENT AND OTHER FUNDS PAID UNTIL OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED.

ANY QUESTIONS REGARDING THIS NOTICE MAY BE DIRECTED TO THE STATE OF MICHIGAN, DEPARTMENT OF ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE, G. MENNEN WILLIAMS BUILDING, 525 W. OTTAWA STREET, P.O. BOX 30213, LANSING, MICHIGAN 48909, TELEPHONE (517) 335-7567.

MARYLAND

1. The following is in addition to the disclosure in Item 17 of the Franchise Disclosure Document:

ANY RELEASE CONTAINED IN THE FRANCHISE AGREEMENT OR ANY OTHER AGREEMENT REQUIRED AS A CONDITION OF THE SALE, RENEWAL OR TRANSFER OF THE FRANCHISE WILL NOT APPLY TO ANY LIABILITY UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

THE FRANCHISE AGREEMENT SPECIFIES THE APPLICATION OF INDIANA LAWS AND INDIANA VENUE FOR LITIGATION, HOWEVER, YOU MAY BRING AN ACTION UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW IN ANY COURT OF COMPETENT JURISDICTION IN MARYLAND.

ANY CLAIM ARISING UNDER THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW MUST BE BROUGHT WITHIN THREE YEARS AFTER THE GRANT OF THE FRANCHISE.

MINNESOTA

1. The following is in addition to the disclosures in Items 13 and 17 of the Franchise Disclosure Document:

(a) MINN. STAT. SECTION 80C.21 and MINNESOTA RULES 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce: (1) any of the franchisee's rights as provided for in MINN. STAT. CHAPTER 80C; or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

(b) With respect to franchises governed by Minnesota law, the franchisor will comply with MINN. STAT. SECTION 80C.14 SUBD. 3-5, which require (except in certain specified cases):

(i) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement; and

(ii) that consent to the transfer of the franchise will not be unreasonably withheld.

(c) MINNESOTA RULES 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release, other than with respect to the voluntary settlement of disputes between us.

(d) The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See MINNESOTA RULES 2860.4400(J) also, a court will determine if a bond is required.

(e) The Limitations of Claims section of the Franchise Agreement must comply with MINN. STAT. SECTION 80C.17 SUBD. 5.\

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

NEW YORK

1. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS DISCLOSURE DOCUMENT.

2. Litigation. The following is in addition to the disclosure in Item 3 of the Franchise Disclosure Document:

Except for any actions disclosed in the body of the Disclosure Document, neither the franchisor, a predecessor, a parent or affiliate that induces franchise sales by promising to back the franchisor financially or otherwise guarantees the franchisor's performance, an affiliate who offers franchises under the Franchisor's principal trademarks, nor any person identified in Item 2 of the Franchise Disclosure Document:

A. Has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations; or any pending action, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

C. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. Bankruptcy. The following is in addition to the disclosure in Item 4 of the Franchise Disclosure Document:

Except as disclosed in the body of the Disclosure document, neither Franchisor, and parent, predecessor, affiliate, officer, or general partner of the franchisor, nor any other individual who will have management responsibility relating to the sale or operation of franchises offered in the Franchise Disclosure Document has, during the ten (10) year period immediately before the date of the Disclosure document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. bankruptcy code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an

action under the U.S. Bankruptcy Code during or within one (1) year after the officer or general partner of the Franchisor held this position in the company or partnership.

4. Initial Franchise Fee. The following is in addition to the disclosure in Item 5 of the Franchise Disclosure Document:

The initial franchise fee may, in part, be profit to us, and is, in part, used to pay our following expenses and costs: (a) employee salaries and benefits; (b) sales, administrative and operating expenses; (c) legal and accounting fees; (d) expenses of technical assistance, service and support; (e) protection of our trademarks; (f) other operational expenses incurred by us relating to franchising.

5. Renewal, Termination, Transfer and Dispute Resolution. The following is in addition to the disclosure in Item 17 of the Franchise Disclosure Document:

(a) Conditions for our approval of the transfer--The release you must sign if you transfer your franchise will not apply to any claims you may have arising under Article 33 of the General Business Law of the State of New York.

(b) Assignment of contract by us--No assignment of our rights in the Franchise Agreement will be made by us except to an assignee who, in our good faith and judgment, is willing and able to assume our duties under the Agreement.

(c) Choice of law--The choice of law provision, which requires application of Indiana laws, will not be considered a waiver of your rights under Article 33 of the General Business Law of the State of New York.

(d) Modification of agreements--Revisions to the operations manual will not unreasonably affect your obligations, including economic requirements, under the Franchise Agreement.

NORTH DAKOTA

1. The following is in addition to the disclosure in Item 17 of the Franchise Disclosure Document:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (SECTION 51-19-09, N.D.C.C.):

(a) Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to the statute.

(b) Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

(c) Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

(d) Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

(e) Applicable Laws: Franchise agreements, which specify that they are to be governed by the laws of a state other than North Dakota.

(f) Waiver of Trial by Jury: Requiring North Dakota franchises to consent to a waiver of a trial by jury.

(g) Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

(h) General Release: Franchise Agreements that require the franchisee to sign a general release on renewal of the franchise agreement.

(i) Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(j) Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees.

RHODE ISLAND

1. The following is in addition to the disclosure in Item 17 of the Franchise Disclosure Document:

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

VIRGINIA

1. The following statements are added to Item 17 of the Franchise Disclosure Document:

(a) Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

(b) Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

2. No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1) Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2) Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3) Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4) General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5) Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations

period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6) Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7) Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8) Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9) Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10) Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11) Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12) Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13) Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14) Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise

agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15) Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17) Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18) Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

WISCONSIN

1. The following is in addition to the disclosure in Item 17 of the Franchise Disclosure Document:

Chapter 135, Stats., Wisconsin Fair Dealership Law, supersedes any provision of the Franchise Agreement or any other agreement inconsistent with that law.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE SPECIFIC ADDENDA TO THE
FRANCHISE AGREEMENT**

**ADDENDUM TO THE CLUSTERTRUCK FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF HAWAII**

THIS ADDENDUM is made this ____ day of _____, 20____, and modifies a Franchise Agreement of the same date entered into by CLUSTERTRUCK FRANCHISING, LLC, an Indiana limited liability company ("Franchisor") and _____ ("Franchisee"). In this Addendum, "we," "us," and "our" refers to Franchisor and "you" and "your" refers to Franchisee.

In recognition of the requirements of the Hawaii Franchise Investment Law, Haw. Rev. Stat. § 482E-1, et seq., the parties agree as follows:

1. Release on Renewal. Section 3.2(h) of the Franchise Agreement, is amended to read as follows:

(h) You have signed a general release, in a form specified by us, of any and all claims against us and our affiliates, and their respective officers, directors, agents, members and employees, excluding only such claims as you may have under the Hawaii Investment Law.

2. Supplier Requirements. Section 8.5 of the Franchise Agreement is amended by adding the following:

If, and to the extent, the requirement for you to purchase products from a Designated Supplier is unlawful under Hawaii Law, that requirement will be void (to the extent unlawful) and you must purchase those products in accordance with our specifications and only from Approved Suppliers.

3. Release on Transfer. Section 14.3(d) of the Franchise Agreement, is amended to read as follows:

(d) You and the Seller must sign at the time of Transfer an agreement terminating this Agreement (unless this Agreement will be assigned to the transferee--see subsection (f) below) and must sign an agreement, in the form specified by us, that releases us and our affiliates, owners, officers, directors, employees, and agents from any and all claims and causes of action, excluding only such claims as you may have under the Hawaii Franchise Investment law.

4. Effectiveness of Amendment. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Amendment.

CLUSTERTRUCK FRANCHISING, LLC

FRANCHISEE

By: _____

By: _____

Its: _____

Its: _____

**ADDENDUM TO THE CLUSTERTRUCK FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF ILLINOIS**

THIS ADDENDUM is made this ____ day of _____, 20____, and modifies a Franchise Agreement of the same date entered into by CLUSTERTRUCK FRANCHISING, LLC, an Indiana limited liability company ("Franchisor") and _____ ("Franchisee").

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. State. §§ 705/1 to 705/44 (the "Act"), the parties agree as follows:

1. Renewal. Section 3.2 of the Franchise Agreement is amended by adding the following paragraph:

Section 20 of the Act will control over any inconsistent provisions in this Agreement relating to renewal of the Agreement.

2. Termination. Article 15 of the Franchise Agreement is amended by the addition of the following Section 15.9:

15.9 Section 19 of the Act will control over any inconsistent provisions in this Agreement relating to termination of the Agreement.

3. Applicable Law. Section 18.3 of the Franchise Agreement is amended by adding the following:

Illinois law governs the franchise agreements.

4. Venue. Section 18.4 of the Franchise Agreement is amended by adding the following:

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

5. Illinois Franchise Disclosure Act. The Franchise Agreement is amended by the addition of the following paragraph as Section 20.17:

20.17 In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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

7. Effectiveness of Amendment. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Act are met independently without reference to this Amendment.

CLUSTERTRUCK FRANCHISING, LLC

FRANCHISEE

By: _____

By: _____

Its: _____

Its: _____

**ADDENDUM TO THE CLUSTERTRUCK FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF INDIANA**

THIS ADDENDUM is made this ____ day of _____, 20____, and modifies a Franchise Agreement of the same date entered into by CLUSTERTRUCK FRANCHISING, LLC, an Indiana limited liability company ("Franchisor") and _____ ("Franchisee"). In this Addendum, "we," "us," and "our" refers to Franchisor and "you" and "your" refers to Franchisee.

In recognition of the requirements of the Indiana Deceptive Franchise Practices Act, Indiana Code 23-2-2.7, the parties agree as follows:

1. Limited Exclusivity. Section 2.3 of the Franchise Agreement is amended by adding the following:

We will not operate or authorize any other person to operate a substantially identical business to that of the Franchise Business within the Protected Area, whether or not the business is operated under the Franchise Marks.

2. Release on Renewal. Section 3.2(h) of the Franchise Agreement, is amended to read as follows:

(h) You have signed a general release, in a form specified by us, of any and all claims against us and our affiliates, and their respective officers, directors, agents, members and employees, except those claims arising under the Indiana Deceptive Franchise Practices Law, Indiana Code 23-2-2.7.

3. Supplier Requirements. Section 8.6 of the Franchise Agreement is amended by adding the following:

If, and to the extent, the requirement for you to purchase products from a Designated Supplier is unlawful under Indiana Law, that requirement will be void (to the extent unlawful) and you must purchase those products in accordance with our specifications and only from Approved Suppliers.

4. Restrictions on Competition. Section 13.4(b) of the Franchise Agreement is amended to read as follows:

(b) "Geographic Areas" means the Protected Area.

5. Release on Transfer. Section 14.3(d) of the Franchise Agreement, is amended to read as follows:

(d) You and the Seller must sign at the time of Transfer an agreement terminating this Agreement (unless this Agreement will be assigned to the transferee--see subsection (f) below) and must sign an agreement, in the form specified by us, that releases us and our affiliates, owners, officers, directors, employees, and agents from any and all claims and causes of action, except those claims arising under the Indiana Deceptive Franchise Practices Law, Indiana Code 23-2-2.7.

6. Applicable Law. Section 18.3 of the Franchise Agreement is amended by adding the following at the end of that Section:

Notwithstanding the foregoing, the Indiana Franchise Law (Indiana Code 23-2-2.5 and 23-2-2.7) will control where applicable.

7. Effectiveness of Addendum. Each provision of this Addendum is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Deceptive Franchise Practices Law are met independently without reference to this Addendum.

CLUSTERTRUCK FRANCHISING, LLC

FRANCHISEE

By: _____

By: _____

Its: _____

Its: _____

**ADDENDUM TO THE CLUSTERTRUCK FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF MARYLAND**

THIS ADDENDUM is made this ____ day of _____, 20____, and modifies a Franchise Agreement of the same date entered into by CLUSTERTRUCK FRANCHISING, LLC, an Indiana limited liability company ("Franchisor") and _____ ("Franchisee"). In this Addendum, "we," "us," and "our" refers to Franchisor and "you" and "your" refers to Franchisee.

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Annotated Code of Maryland, Article-Business Regulation, Title 14, §§ 14-201 to 14-233, the parties agree as follows:

1. Release on Renewal. Section 3.2(h) of the Franchise Agreement is amended to read as follows:

You have signed a general release, in a form specified by us, of any and all claims against us and our affiliates, and their respective officers, directors, agents, members and employees, except claims arising under the Maryland Franchise and Disclosure Law.

2. Release on Transfer. Section 14.3(d) of the Franchise Agreement is amended to read as follows:

(d) You and the Seller must sign at the time of Transfer an agreement terminating this Agreement (unless this Agreement will be assigned to the transferee--see subsection (f) below) and must sign an agreement, in the form specified by us, that releases us and our affiliates, owners, officers, directors, employees, and agents from any and all claims and causes of action, except claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Limitations of Claims. Section 18.8 of the Franchise Agreement is amended by adding the following sentence at the end of the Section:

Notwithstanding the foregoing, you may bring a legal claim against us under the Maryland Franchise Registration and Disclosure Law within three years after the grant of the franchise.

4. Choice of Law; Jurisdiction and Venue. Article 18 of the Franchise Agreement is amended by adding the following as Section 18.10:

18.10 Notwithstanding anything to the contrary in this Article 18, you may bring a claim against us under the Maryland Franchise Registration and Disclosure Law in any Court of competent jurisdiction in the State of Maryland.

5. Acknowledgements of Franchisee. Article 19 of the Franchise Agreement is amended by adding the following Section 19.8 at the end of the Article:

19.8 The representations in this Article 19 are not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. You acknowledge that any claims arising

under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

6. Effectiveness of Amendment. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment.

CLUSTERTRUCK FRANCHISING, LLC

FRANCHISEE

By: _____

By: _____

Its: _____

Its: _____

**ADDENDUM TO THE CLUSTERTRUCK FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF MINNESOTA**

THIS ADDENDUM is made this ____ day of _____, 20____, and modifies a Franchise Agreement of the same date entered into by CLUSTERTRUCK FRANCHISING, LLC, an Indiana limited liability company ("Franchisor") and _____ ("Franchisee"). In this Addendum, "we," "us," and "our" refers to Franchisor and "you" and "your" refers to Franchisee.

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat., § 80C.01, et seq., and the Rules and Regulations promulgated under the Act by the Commissioner of Commerce, Minnesota Rule § 2860.4400, et seq., the parties agree as follows:

1. Release on Renewal. Section 3.2(h) of the Franchise Agreement is amended to read as follows:

You have signed a general release, in a form specified by us, of any and all claims against us and our affiliates, and their respective officers, directors, agents, members and employees, excluding only such claims as you may have under the Minnesota Franchises Law and the Rules and Regulations promulgated by the Commissioner of Commerce.

2. Release on Transfer. Section 14.3(d) of the Franchise Agreement is amended to read as follows:

You and the Seller must sign at the time of Transfer an agreement terminating this Agreement (unless this Agreement will be assigned to the transferee--see subsection (f) below) and must sign an agreement, in the form specified by us, that releases us and our affiliates, owners, officers, directors, employees, and agents from any and all claims and causes of action, excluding only such claims as the transferor may have under the Minnesota Franchises Law and the Rules and Regulations promulgated by the Commissioner of Commerce.

3. Renewal, Transfer and Termination. Article 15 of the Franchise Agreement is amended by adding the following paragraph:

Minnesota law provides franchisees with certain termination, non-renewal, and transfer rights. Minn. Stat. § 80C.14, Subd. 3, 4, and 5 require, except in specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

4. Applicable Law; Jurisdiction and Venue. Article 18 of the Franchise Agreement is amended by adding the following paragraph:

Minn. Stat. § 80C.21, and Minn. Rule Part 2860.4400J prohibit franchisors from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in this Agreement can abrogate or reduce: (1) any of your rights as provided for in Minnesota Statutes, Chapter 80C, or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. Injunctive Relief. Section 18.5 of the Franchise Agreement is modified to read as follows:

We will have the right to request specific enforcement of the terms of this Agreement from a court of competent jurisdiction, by temporary or permanent injunctions or other equitable relief. We will have the right to request injunctive relief to prevent you from engaging in the following acts, which you acknowledge would cause irreparable harm to us: (a) using any of the rights granted by this Agreement in any manner not authorized in this Agreement; (b) engaging in operations in violation of the in-term or post-term restrictions on competition in Article 13; (c) disclosing to any person or using our trade secrets or confidential information in violation of the terms of this Agreement; (d) transferring or assigning this Agreement or the assets of the Franchise Business without complying with this Agreement; (e) engaging in acts or practices in violation of applicable laws and regulations or that are fraudulent, dishonest or create health or other hazards to the public; or (f) significantly impairing our goodwill. Our rights to obtain injunctive relief are in addition to all other remedies available to us under applicable law.

6. Limitation of Claims. Section 18.8 of the Franchise Agreement is deleted.

7. Effectiveness of Amendment. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act, Minn. Stat., §§ 80C.01 through 80C.22, and the Rules and Regulations promulgated under the Act by the Minnesota Commissioner of Commerce, Minn. Rule §§ 2860.0100 through 2860.9930, are met independently without reference to this Addendum.

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

CLUSTERTRUCK FRANCHISING, LLC

FRANCHISEE

By: _____

By: _____

Its: _____

Its: _____

**ADDENDUM TO THE CLUSTERTRUCK FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF NEW YORK**

THIS ADDENDUM is made this ____ day of _____, 20____, and modifies a Franchise Agreement of the same date entered into by CLUSTERTRUCK FRANCHISING, LLC, an Indiana limited liability company ("Franchisor") and _____ ("Franchisee"). In this Addendum, "we," "us," and "our" refers to Franchisor and "you" and "your" refers to Franchisee.

In recognition of the requirements of the New York Franchise Law, Article 33 of the General Business Law of the State of New York, the parties agree as follows:

1. Release on Renewal and Transfer. Sections 3.2(h) and 14.3(d) of the Franchise Agreement are amended by adding the following proviso at the end of each Section:

Provided, however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued under that law will remain in force; it being the intent of this proviso that the non-waiver provisions of GBL 687.4 and 687.5 be satisfied.

2. Applicable Law. Section 18.3 of the Franchise Agreement is amended by adding the following sentence:

This choice of law provision will not be considered a waiver of your rights under the provisions of Article 33 of the General Business Law of the State of New York.

3. Effectiveness of Amendment. This Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the New York Franchise Law, Article 33 of the General Business Law of the State of New York, are met independently without reference to this Amendment.

CLUSTERTRUCK FRANCHISING, LLC

FRANCHISEE

By: _____

By: _____

Its: _____

Its: _____

**ADDENDUM TO THE CLUSTERTRUCK FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF NORTH DAKOTA**

THIS ADDENDUM is made this ____ day of _____, 20____, and modifies a Franchise Agreement of the same date entered into by CLUSTERTRUCK FRANCHISING, LLC, an Indiana limited liability company ("Franchisor") and _____ ("Franchisee").

In recognition of the requirements of the North Dakota Franchise Investment Law, Chapter 51-19 of the North Dakota Century Code, the parties agree as follows:

1. Covenants Not to Compete. Article 13 of the Franchise Agreement is amended by adding the following paragraph:

The covenants not to compete stated in this Article are subject to Section 9-08-06 of the North Dakota Century Code.

2. **THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (SECTION 51-19-09, N.D.C.C.):**

(a) Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to the statute.

(b) Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

(c) Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

(d) Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

(e) Applicable Laws: Franchise agreements, which specify that they are to be governed by the laws of a state other than North Dakota.

(f) Waiver of Trial by Jury: Requiring North Dakota franchises to consent to a waiver of a trial by jury.

(g) Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

(h) General Release: Franchise agreements that require the franchisee to sign a general release on renewal of the franchise agreement.

(i) Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(j) Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees.

3. Effectiveness of Amendment. Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-17, are met independently without reference to this Amendment.

CLUSTERTRUCK FRANCHISING, LLC

FRANCHISEE

By: _____

By: _____

Its: _____

Its: _____

**ADDENDUM TO THE CLUSTERTRUCK FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF RHODE ISLAND**

THIS ADDENDUM is made this _____ day of _____, 20____, and modifies a Franchise Agreement of the same date entered into by CLUSTERTRUCK FRANCHISING, LLC, an Indiana limited liability company ("Franchisor") and _____ ("Franchisee").

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties agree as follows:

1. Applicable Law. Article 18 of the Franchise Agreement is amended by adding the following:

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. Effectiveness of Amendment. This Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this Amendment.

CLUSTERTRUCK FRANCHISING, LLC

FRANCHISEE

By: _____

By: _____

Its: _____

Its: _____

**ADDENDUM TO THE CLUSTERTRUCK FRANCHISING, LLC
FRANCHISE AGREEMENT OR USE IN THE COMMONWEALTH OF VIRGINIA**

THIS ADDENDUM is made this ____ day of _____, 20____, and modifies a Franchise Agreement of the same date entered into by CLUSTERTRUCK FRANCHISING, LLC, an Indiana limited liability company ("Franchisor") and _____ ("Franchisee").

In recognition of the requirements of the Virginia Retail Franchising Act, the parties agree as follows:

1. A provision of the Franchise Agreement that terminates the Franchise Agreement upon the bankruptcy of Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq*).
2. Questionnaires and Acknowledgments. No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

CLUSTERTRUCK FRANCHISING, LLC

FRANCHISEE

By: _____

By: _____

Its: _____

Its: _____

**ADDENDUM TO THE CLUSTERTRUCK FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF WASHINGTON**

THIS ADDENDUM is made this ____ day of _____, 20____, and modifies a Franchise Agreement of the same date entered into by CLUSTERTRUCK FRANCHISING, LLC, an Indiana limited liability company ("Franchisor") and _____ ("Franchisee").

**WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE
FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

19) Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

20) Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

21) Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

22) General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

23) Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

24) Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

25) Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

26) Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

27) Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

28) Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

29) Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

30) Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

31) Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

32) Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

33) Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

35) Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

36) Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

CLUSTERTRUCK FRANCHISING, LLC

FRANCHISEE

By: _____

By: _____

Its: _____

Its: _____

**ADDENDUM TO THE CLUSTERTRUCK FRANCHISING, LLC
FRANCHISE AGREEMENT FOR USE IN THE STATE OF WISCONSIN**

THIS ADDENDUM is made this _____ day of _____, 20____, and modifies a Franchise Agreement of the same date entered into by CLUSTERTRUCK FRANCHISING, LLC, an Indiana limited liability company ("Franchisor") and _____ ("Franchisee").

In recognition of the requirements of the Wisconsin Fair Dealership Law, Ch. 135, Stats., the parties agree as follows:

1. Applicable Law. Section 18.3 of the Franchise Agreement is amended by adding the following sentence:

Chapter 135, Stats., Wisconsin Fair Dealership Law, supersedes any provision of the Franchise Agreement or any other agreement inconsistent with that law.

2. Effectiveness of Amendment. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Wisconsin Fair Dealership Law are met independently without reference to this Amendment.

CLUSTERTRUCK FRANCHISING, LLC

FRANCHISEE

By: _____

By: _____

Its: _____

Its: _____

EXHIBIT K
AREA DEVELOPMENT AGREEMENT



AREA DEVELOPMENT AGREEMENT

BETWEEN

ClusterTruck Franchising, LLC
("Franchisor")

AND

("Area Developer")

EFFECTIVE DATE: _____, 20____

DEVELOPMENT TERRITORY: _____

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CLUSTERTRUCK FRANCHISE, LLC **AREA DEVELOPMENT AGREEMENT**

THIS AGREEMENT is made this _____ day of _____, 20____, between CLUSTERTRUCK FRANCHISING, LLC, an Indiana limited liability company ("Franchisor") and _____, a _____ ("Area Developer").

ARTICLE 1—INTRODUCTION

1.1 Franchise Systems.

Franchisor, as the result of the expenditure of time, skill, effort and money, has developed a modern and innovative delivery kitchen concept offering a wide range of diverse cuisine styles, including barbeque, bowls, breakfast, burgers, burritos, fried chicken, fries, macaroni and cheese, pasta, pizza, salads, sandwiches, seafood, soup, tacos, tots, wings, wraps desserts, children's options, beverages, and sides brought to customers by delivery or pick up. The delivery kitchen concept includes technical information and expertise relating to the preparation and serving of food products; the use of recipes, syrups, juice blends, and other food and beverage products, all of which constitute trade secrets and are identified by the public with ClusterTruck®; prescribed exterior and interior design, decor, fixtures, and furnishings; standards and specifications for products and supplies; service standards; uniform standards, specifications, and procedures for operations; training and assistance; and advertising and promotional programs (collectively "Systems"); all of which may be changed, improved, and further developed by Franchisor. The Systems may be updated and revised by Franchisor in the future. The Systems that Franchisor specifies and authorizes Area Developer to use now and in the future for operation of ClusterTruck® Kitchens will be referred to in this Agreement as the "Franchise Systems." A business operated under the Franchise Systems, whether operated by Franchisor, an affiliate of Franchisor or a person authorized by Franchisor, will be referred to in this Agreement as a "Kitchen." A Kitchen operated by Area Developer or another franchisee will be referred to in this Agreement as a "Franchise Business."

1.2 Franchise Marks.

Franchisor identifies its delivery kitchen concept by means of certain trademarks, service marks, trade names, logos, and other marks ("Marks"). Franchisor also identifies by means of, including without limitation, each and every detail of the design, layout, décor, color, scheme, supplies utilized, services offered, appearance of the premises, personnel, and other elements of the delivery kitchen concept ("Trade Dress"). Franchisor may, in the future, develop, use and register additional or different trademarks, service marks, logos, trade dress and other elements, all of which will be included as Marks and Trade Dress, that Franchisor may make available for use by Area Developer. The Marks and Trade Dress Franchisor authorizes for use by the Kitchen concept licensed to Area

Developer under this Agreement are referred to as the "Franchise Marks" and the "Franchise Trade Dress."

1.3 Multi-Unit Development.

Franchisor desires to expand and develop Franchise Businesses and seeks qualified area developers to develop multiple Franchise Businesses within designated territories. Area Developer recognizes the advantages of operating under the Franchise Systems and Franchise Marks and desires to obtain the right to develop a number of Franchise Businesses in the territory described in this Agreement.

ARTICLE 2—GRANT OF RIGHTS

2.1 Grant of Development Rights.

Franchisor grants to Area Developer the right, during the term of this Agreement, to develop the number of Franchise Businesses specified in Paragraph 1 of Appendix A in the territory described in Paragraph 2 of Appendix A (the "Development Territory") in accordance with the terms and subject to the conditions of this Agreement.

2.2 Limited Exclusivity.

Except as otherwise provided in this Agreement, as long as this Agreement is in effect and Area Developer is not in default under this Agreement, Franchisor will not operate or authorize any other person to operate a ClusterTruck® Kitchen at a location in the Development Territory. Area Developer's limited rights relate to location only and do not grant Area Developer any exclusivity of marketing or customers. The Development Territory granted under this Agreement does not in any way grant or imply any other area, market or territorial right to Area Developer.

2.3 Reservation of Rights.

All rights not expressly granted in this Agreement to Area Developer are reserved to Franchisor. Area Developer agrees that Franchisor and/or its affiliates may engage in any business activity whatsoever inside or outside the Development Territory except as Franchisor is restricted by Section 2.2, and that this Agreement does not confer on Area Developer any right to participate in or benefit from any such other business activity, regardless of whether or not it is conducted under the Franchise Marks. Franchisor's rights to engage in other business activities are specifically reserved and may not be qualified or diminished in any way by implication. Franchisor thus may engage in, or authorize others to engage in, any form of business offering and selling any type of product or service except as restricted by Section 2.2.

By way of example, Franchisor and/or its affiliates may own, operate, or authorize others to own or operate any type of business at any location whatsoever, including within the Development Territory, so long as such other business does not sell under the Franchise Marks the type of products or services that the Franchise Businesses offer and sell (except as permitted below). Further, Franchisor and/or its affiliates may own,

operate or authorize others to own or operate ClusterTruck® Kitchens at any location outside the Development Territory, including immediately proximate to the Development Territory.

In addition, Area Developer understands and agrees that Franchisor and/or its affiliates alone have the right to offer and sell within and outside the Development Territory, and under the Franchise Marks, any and all products or services and/or their components or ingredients (including those used or sold by the Franchise Businesses), whether or not a part of the Franchise System, through any method of distribution other than a ClusterTruck® Kitchen located in the Development Territory, including, without limitation, such alternative channels of distribution as the internet/world wide web; any other form of electronic commerce; "800" or similar toll-free telephone numbers; mail order; catalogs; television sales (including "infomercials"); or any other channel of distribution whatsoever except for a ClusterTruck® Kitchen, such as, without limitation, grocery stores, convenience stores, or other retail establishments.

Area Developer also agrees that Franchisor may purchase, merge, acquire, be acquired by or affiliate with a competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business' facilities, and that following such activity Franchisor may operate, franchise or license those other businesses and/or facilities under any names or marks, regardless of the location of those businesses and/or facilities, which may be within the Development Territory or immediately proximate to the Development Territory; provided that the Franchisor will not operate, franchise, or license those other businesses under the Franchise Marks in the Development Territory while this Agreement is in effect.

ARTICLE 3—DEVELOPMENT OBLIGATIONS

3.1 Development Schedule.

Area Developer agrees to construct, equip, open and thereafter continue to operate within the Development Territory the cumulative number of Franchise Businesses set forth in Paragraph 3 of Appendix A, within each of the time periods specified in Paragraph 3 of Appendix A (the "Development Schedule").

ARTICLE 4--TERM

4.1 Term.

This Agreement will commence on the date it is executed and will continue in effect for the term specified in Paragraph 4 of Appendix A, in accordance with the Development Schedule. Area Developer will have no right to renew this Agreement.

ARTICLE 5—PAYMENTS BY AREA DEVELOPER

5.1 Initial Fees.

Area Developer must pay an initial area development fee in the amount set forth in Paragraph 5 of Appendix A, which is based upon the number of Franchise Businesses that Area Developer develops in the Development Territory. The initial area development fee is equal to the initial franchise fee for the first Franchise Business developed under this Agreement, plus seventy-five percent (75%) of each initial franchise fee for each additional Franchise Business developed under this Agreement. The initial area development fee is payable in full at the time of signing of this Agreement, is considered earned at that time, and is not refundable. The remaining portions of the initial franchise fees for Franchise Businesses opened under this Agreement will be due upon execution of the respective Franchise Agreements and are non-refundable.

5.2 Fees Due Under Franchise Agreements.

Area Developer must pay all then-current fees due under each Franchise Agreement signed by Area Developer for the Franchise Businesses developed in the Development Territory under this Agreement, including, without limitation, royalty fees, and advertising fees.

ARTICLE 6—PROCEDURE FOR DEVELOPING FRANCHISE BUSINESSES

6.1 Rights to Operate a Franchise Business.

Area Developer acknowledges that this Agreement does not grant Area Developer or any other person any rights to operate a Franchise Business. Those rights will only be granted in individual Franchise Agreements that will be entered into for each Franchise Business developed in the Development Territory under this Agreement.

6.2 Location Acceptance, Submission of FDD, and Signing of Franchise Agreement.

After Area Developer has identified a proposed location for development of a Franchise Business in the Development Territory, Area Developer will submit to Franchisor such information regarding the proposed location as Franchisor specifies, together with the terms of any proposed lease relating to the location. Franchisor may seek additional information as it deems necessary within thirty (30) days of submission of the prospective location and Area Developer must respond promptly to such request for additional information. Based on this information, Franchisor will accept or reject the location in writing. Promptly after acceptance of any location, Franchisor will send to Area Developer an FDD. Immediately on receipt of the FDD, Area Developer must return to Franchisor a signed copy of the Receipt of the FDD. After the passage of any applicable disclosure period, Franchisor will deliver to Area Developer an execution copy of the Franchise Agreement for the accepted location. Area Developer must sign and deliver to Franchisor the Franchise Agreement. On receipt of the signed agreement, Franchisor will sign the Franchise Agreement and return a fully signed copy to Area Developer. Area Developer may then sign a lease for the location; provided that, the form and terms of the

lease must be accepted in writing in advance by Franchisor in accordance with the applicable provisions of the Franchise Agreement for the location. After the lease for the location has been signed, Area Developer must send a copy of the lease to Franchisor. If Franchisor is not legally able to deliver an FDD to Area Developer because of any lapse or expiration of its franchise registration, or because the Franchisor is in the process of amending any such registration, or for any reason beyond the Franchisor's reasonable control, Franchisor may delay acceptance of the location for the proposed Franchise Business until such time as Franchisor is legally able to deliver an FDD.

6.3 Conditions Precedent to Franchisor's Obligations.

It is a condition to Franchisor's obligations under Section 6.2 that Area Developer and its affiliates are current in all obligations to Franchisor under any agreements between Franchisor and Area Developer or its affiliates.

6.4 Development by Affiliates.

The Franchise Businesses to be developed under this Agreement may be owned and operated by Area Developer or an affiliate of Area Developer that has been accepted by Franchisor. If a Franchise Business is developed by an affiliate of Area Developer, all the terms and conditions of this Agreement relating to the development of Franchise Businesses will apply to the affiliate. Franchisor may require that Area Developer and its affiliates that develop Franchise Businesses under this Agreement guarantee the obligations of each of them under this Agreement and any Franchise Agreements signed in connection with this Agreement.

ARTICLE 7—USE AND PROTECTION OF INTELLECTUAL PROPERTY

7.1 Intellectual Property Defined.

Franchisor's and ClusterTruck Holdings, LLC's ("Licensor") Intellectual Property includes: (a) the Franchise Marks; (b) Trade Dress; (c) the Franchise Systems; (d) any present or future copyrights relating to the Franchise Systems or the ClusterTruck® Kitchen concept, including, but not limited to, the Brand Standards Manual and marketing materials; (e) any present or future inventions, patents, and patents pending that are part of the Franchise Systems; (f) the Confidential Information (defined in Section 8.1); and (g) any other proprietary rights, trade secrets, methods, or procedures that are part of the Franchise Systems (collectively referred to in this Agreement as the "Intellectual Property").

7.2 Non-ownership of Intellectual Property.

Nothing in this Agreement gives Area Developer any right, title, or interest in or to any of the Intellectual Property, except a mere privilege and license during the term of this Agreement, to display or use the Intellectual Property according to the terms and conditions of this Agreement.

7.3 Use of Intellectual Property.

Area Developer acknowledges that this Agreement does not grant Area Developer or any other person any rights to use the Intellectual Property in the operation of any business. Those rights will only be granted in individual Franchise Agreements that will be entered into for each Franchise Business developed in the Development Territory under this Agreement.

7.4 Prosecution of Infringers.

If Area Developer receives notice or is informed or learns that any third party, who Area Developer believes is unauthorized to use the Intellectual Property, is using the Intellectual Property or any name or mark confusingly similar to the Franchise Marks, Area Developer must promptly notify Franchisor of the facts relating to such alleged infringing use. Franchisor will then, in its sole discretion, determine whether or not it wishes to take any action against such third person on account of such alleged infringement of the Intellectual Property. Area Developer will have no right to make any demand against any such alleged infringer or to prosecute any claim of any kind or nature whatsoever against such alleged infringer for or on account of such infringement. If Franchisor chooses to prosecute any violation of the Intellectual Property, Area Developer must sign all documents and do all acts necessary or incidental to that action as counsel for Franchisor may reasonably request. Any damages awarded or recovered in any prosecution of an infringement claim related to the Intellectual Property will be the exclusive property of Franchisor.

7.5 Prohibition Against Disputing Franchisor's Rights.

Area Developer acknowledges the validity of the Intellectual Property and that the Intellectual Property and any and all goodwill in and to the Intellectual Property are the exclusive property of Franchisor and Licensor. Area Developer also agrees that any further rights or goodwill that may develop in any of the Intellectual Property in the future will inure solely to the benefit of Franchisor and Licensor, including, without limitation, any goodwill caused by or attributable to Area Developer's use of the Intellectual Property. Area Developer now asserts no claim and will hereafter assert no claim to any goodwill, reputation or ownership of the Intellectual Property by virtue of Area Developer's licensed use of the Intellectual Property or for any other reason. Area Developer agrees that it will not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Intellectual Property, or the rights of Franchisor or Licensor in the Intellectual Property, or the rights of Franchisor, Licensor, or other franchisees of Franchisor to use the Intellectual Property.

ARTICLE 8—CONFIDENTIAL INFORMATION

8.1 Confidential Information Defined.

Area Developer acknowledges that prior to or during the term of this Agreement, Franchisor may disclose to Area Developer, either orally or in writing, or Area Developer may otherwise obtain, certain proprietary and/or non-public information, data, and facts relating to developing and operating a Restaurant, the Franchise

Systems, or relating to the ClusterTruck® network of franchises (the “Confidential Information”). The Confidential Information includes, but is not limited to, all information, data, and facts constituting or relating to:

- (a) The Brand Standards Manuals and all information, guidance, and instructions contained therein, training methods and materials, written directives, menus, recipes, food and beverage preparation techniques and other techniques, processes, policies, procedures, systems and all specifications and data related to the operation of a Kitchen under the Franchise Systems;
- (b) Any knowledge and experience relating to ClusterTruck® Kitchens;
- (c) Advertising, marketing techniques and strategies, and advertising programs used in developing and operating a ClusterTruck® Kitchen;
- (d) All information regarding the identities and business transactions of customers, and suppliers, and vendors, including but not limited to customer information, sources of supplies, inventory, and equipment, pricing paradigms for sources of supply and all information pertaining to the same;
- (e) Computer software and similar technology and systems that have been or may be developed by or for Franchisor, its affiliates, or its agents, which is proprietary to Franchisor, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;
- (f) Financial information, including but not limited to knowledge of the operating results and financial performance of ClusterTruck® Kitchens;
- (g) New ventures, projections, analyses, pending projects and proposals, and product research and development information;
- (h) The subjects and content of all conversations, communications, and correspondence between Franchisor, Area Developer, and any owner of Area Developer;
- (i) Other aspects of the Franchise Systems now or later revealed to Area Developer under this Agreement and all changes and enhancements in the Franchise Systems, even if developed by Area Developer; and
- (j) Other property that Franchisor describes as being Confidential Information.

8.2 Ownership and Use of Confidential Information.

Area Developer acknowledges that Franchisor owns the Confidential Information and agrees that Area Developer will not acquire any interest in the

Confidential Information, other than the right to use it as may be provided in this Agreement or under any Franchise Agreements entered into with Franchisor. Area Developer acknowledges and agrees that the Confidential Information is proprietary to Franchisor and is disclosed to Area Developer in confidence only on the condition that Area Developer and its shareholders, officers, directors, members, managers, partners, owners, investors, employees and agents, "Family Members" (defined in Section 9.4) and affiliates of Area Developer agree that they will:

(a) Not use the Confidential Information in any business or capacity other than as authorized by this Agreement, the Brand Standards Manual, or in any Franchise Agreements entered into with Franchisor, both during the term of this Agreement and after expiration or termination of this Agreement for as long as the Confidential Information is not generally known in the industry;

(b) Keep each item deemed to be part of Confidential Information absolutely confidential, both during the term of this Agreement and after expiration or termination of this Agreement for as long as the item is not generally known in the industry, including but not limited to not sharing, disclosing, transmitting, broadcasting, publishing, or permitting access to the Confidential Information with any party not bound by confidentiality and nondisclosure, and with respect to whom Franchisor has not provided Franchisor's prior written authorization;

(c) Not make unauthorized copies, recordings, compilations, or reproductions of any Confidential Information disclosed via electronic medium or in written or other tangible form;

(d) Adopt and implement technical and organizational procedures to prevent unauthorized use or disclosure of, or access to, Confidential Information, including, without limitation, restricting all use or disclosure of, or access to, Confidential Information to parties bound by equivalent confidentiality and nondisclosure obligations as provided under this Agreement, and for whom Franchisor has provided our prior written; and

(e) Require Area Developer's employees, contractors, service providers, consultants, agents, and any other person or entity that Area Developer shares, discloses, or provides access to Confidential Information to sign an agreement relating to confidentiality and/or non-competition in a form approved by Franchisor before revealing any aspect of the Confidential Information. Franchisor has the right to be a third-party beneficiary of those agreements with independent enforcement rights.

(f) On the expiration or termination of this Agreement or the transfer of the rights under this Agreement, immediately cease using any and all of the Confidential Information in any business or otherwise and return to us all copies of all Confidential Information in Area Developer's possession.

Area Developer acknowledges and agrees that it will be liable to Franchisor for any use, transfer, disclosure, retention, deletion, modification, or reproduction of the Confidential Information not authorized by this Agreement. If Area Developer or its shareholders, officers, directors, partners, members, managers, owners, investors, employees, agents, or Family Members receive notice of any request, demand, or order to transfer or disclose all or any portion of the Confidential Information, Area Developer shall immediately notify Franchisor thereof, and shall fully cooperate with and assist Franchisor in prohibiting or denying any such transfer or disclosure. Should such transfer or disclosure be required by a valid, final, non-appealable court order, Area Developer shall fully cooperate with and assist Franchisor in protecting the confidentiality of the Confidential Information to the maximum extent permitted by law.

ARTICLE 9—RESTRICTIONS ON COMPETITION

9.1 Covenant Not to Compete During Term.

Area Developer and its past, present and future shareholders, officers, directors, members, managers, partners, owners and investors, Family Members (defined in Section 9.4) and affiliates of Area Developer must not, during the term of this Agreement: (a) engage in any activity in competition with the Franchisor or its franchisees, including but not limited to involvement, whether as an owner (except ownership of no more than 1% of a publicly traded entity), director, officer, member, manager, employee, consultant, lender, representative or agent, or in any other capacity, or otherwise in any business that is involved, in whole or in part, in a "Competing Business" (defined in Section 9.4), (except other ClusterTruck® Kitchens operated under Franchise Agreements entered into between Area Developer and Franchisor), or (b) in any business or entity that franchises, licenses, or otherwise grants to others the right to operate a Competing Business, without the prior written approval of Franchisor.

9.2 Covenant Not to Compete After Term.

On the termination (including termination on Transfer), expiration or non-renewal of this Agreement, Area Developer, its shareholders, officers, directors, members, managers, partners, owners and investors, Family Members and affiliates of Area Developer, must not, for a period of two (2) years commencing on the later of the effective date of termination, expiration or non-renewal, or the date of any Court order enforcing this provision, directly or indirectly, engage in any activity in competition with the Franchisor or its franchisees, including but not limited to involvement, whether as an owner (except ownership of no more than 1% of a publicly traded entity), partner, director, officer, member, manager, employee, consultant, lender, representative or agent, or in any other capacity in any business that is involved, in whole or in part, in a Competing Business or in any business or entity that franchises, licenses or otherwise grants to others the right to operate a Competing Business within any "Geographic Areas" (defined in Section 9.4).

9.3 Other Restrictions.

Area Developer, its shareholders, officers, directors, members, managers, partners, owners and investors, Family Members and affiliates of Area Developer, must not, during the term of this Agreement and for a period of two (2) years after termination, expiration or non-renewal of this Agreement, directly or indirectly: (a) divert or attempt to divert any business or customer of the Franchise Business or any other ClusterTruck® Kitchen to any Competing Business by direct or indirect inducements or otherwise; (b) sponsor, appoint or encourage or influence or promote friends, relatives or associates to operate a Competing Business; or (c) employ any person or furnish or permit access to Franchisor's confidential or proprietary information to any person who is engaged or has arranged to become engaged in any activity in competition with ClusterTruck® Kitchens, including but not limited to involvement, either as an owner (except no more than 1% of the publicly traded securities of an entity), partner, director, officer, member, manager, employee, consultant, lender, representative or agent, or in any other capacity, of any business that is involved, in whole or in part, in a Competing Business or in any business or entity that franchises, licenses or otherwise grants to others the right to operate a Competing Business.

9.4 Definition of Competing Business, Geographic Areas, Family Members and Affiliate.

The following definitions will apply to this Agreement:

(a) "Competing Business" means any business that is the same or similar to a ClusterTruck® Kitchen, including any delivery or ghost kitchen or restaurant concept offering for delivery or pick-up any of the Designated or Approved Products or Services, or other products and services that may be offered by ClusterTruck® Kitchens now or in the future.

(b) "Geographic Areas" means: (i) the Development Territory; (ii) the area within twenty-five (25) miles of the Development Territory; and (iii) the areas within twenty-five (25) miles of any ClusterTruck® Kitchen existing at the time Area Developer begins to operate the Competing Business.

(c) "Family Members" means all individuals with any of the following relationships with the Area Developer or any of its shareholders, officers, directors, partners, members, owners or investors and any of their affiliates: (i) spouse; (ii) children; (iii) grandchildren; (iv) stepchildren; (v) parents; (vi) siblings; (vii) spouse's parents; and (viii) spouse's siblings.

9.5 Acknowledgements and Agreements Relating to Restrictions on Competition.

Area Developer acknowledges and agrees that the length of the post-term restrictions and the geographical restrictions contained in this Article are fair and reasonable. The parties have attempted to limit Area Developer's right to compete only to the extent necessary to protect the reasonable competitive business interests of Franchisor and its franchisees. If the above restrictions or any part of these restrictions

are invalid, this Article will be considered as imposing the maximum restrictions allowed under the applicable state law in place of the invalid restriction or part of the restriction. In addition, Franchisor reserves the right to reduce the scope of these provisions without Area Developer's consent, at any time, effective immediately on notice to Area Developer.

If Area Developer is not an individual, the owners of Area Developer (stockholders, partners, members, etc.) will be bound by this Article 9 and must, contemporaneously with signing this Agreement, sign the Obligations and Representations of Individual Interested Parties attached as Appendix B to this Agreement and execute a separate Confidentiality and Nondisclosure Agreement and Covenant Not to Compete in a form provided by Franchisor.

ARTICLE 10—NO SUBFRANCHISING; TRANSFERABILITY

10.1 No Subfranchising.

Area Developer must not offer, sell, or negotiate the sale of Franchise Businesses to any third party, either in Area Developer's own name or in the name and on behalf of Franchisor, or otherwise subfranchise, share, divide or partition this Agreement and nothing in this Agreement will be construed to grant Area Developer any such rights.

10.2 General Rule.

This Agreement is personal to Area Developer or to the owners of Area Developer if Area Developer is a corporation, partnership, limited liability company or other entity. Accordingly, neither Area Developer nor any person owning any direct or indirect ownership or equity interest in Area Developer, may, without Franchisor's prior written consent, directly or indirectly or contingently, whether voluntarily or by operation of law, sell, assign, transfer, convey, license, bequest, distribute to a trust beneficiary, give away, pledge, mortgage or otherwise encumber any interest in: (a) this Agreement; or (b) any equity or voting interest in Area Developer. Any such act or event described above in this Section or any other act defined as a transfer elsewhere in this Agreement will be referred to as a "Transfer." Any permitted Transfer must only be made in accordance with the provisions of this Article 10. Any attempted Transfer not in accordance with this Agreement will have no effect and will constitute a breach of this Agreement.

10.3 Notice of Proposed Transfer; Right of First Refusal.

Area Developer or any person owning an interest in Area Developer or any legal heir or devisee of any deceased Area Developer or person owning an interest in Area Developer ("Seller") who receives and desires to accept a *bona fide* offer from a third party to engage in a Transfer, must notify Franchisor in writing of such offer (the "Offer Notice") within ten (10) days of receipt of the offer. The Offer Notice must describe the proposed Transfer in detail, including the name and address of the proposed purchaser, the nature of the Transfer, the consideration to be paid and all other material terms and conditions of the Transfer. In addition to the Offer Notice, the Seller must also deliver copies of all documents to be executed in conjunction with the Transfer and any financial or other information as Franchisor may specify to reasonably inform Franchisor of the financial condition of Area

Developer's business, including but not limited to financial statements and tax returns of Area Developer.

Franchisor will have, for a period of thirty (30) days from the date of delivery of the information specified above, the right and option ("right of first refusal"), exercisable by written notice to the Seller, to purchase the Seller's interest on the terms specified in the Offer Notice (modified as described below). Franchisor may designate a substitute purchaser to complete the Transfer. If the Transfer involves the purchase of stock or other ownership interests, Franchisor will have the option to purchase the assets of Area Developer's business instead for equivalent consideration. If the consideration, terms or conditions offered by the proposed purchaser are such that Franchisor may not reasonably be required to furnish the same, for example, if the consideration is not cash or cash equivalents, Franchisor may pay a reasonable equivalent in cash. If the Seller and Franchisor are not able to agree within a reasonable time on equivalent or substitute cash consideration, the determination will be made by appraisal using the method described in Section 16.4.

If Franchisor exercises its right of first refusal, the Transfer between Franchisor and Seller will be closed by the later of: (a) ninety (90) days after exercise of the right of first refusal; or (b) thirty (30) days after any necessary determinations of equivalent or substitute cash consideration. Franchisor will be entitled to customary warranties, closing documents and post-closing indemnification.

If Franchisor does not exercise its right of first refusal and Franchisor consents to the proposed Transfer (subject to the conditions set forth in Section 10.4 below), the Seller may complete the proposed Transfer, but only on the same terms as offered to Franchisor. However, the proposed Transfer must be completed within sixty (60) days after the expiration of Franchisor's thirty (30) day right of first refusal period. If the Transfer is not completed within the sixty (60) day period, the Transfer will again become subject to Franchisor's right of first refusal as set forth in this Section.

10.4 Conditions of Franchisor's Consent to Transfer.

If Franchisor does not exercise its right of first refusal under Section 10.3, Area Developer may only engage in the proposed Transfer if Franchisor consents to the proposed Transfer. Before Franchisor consents to a proposed Transfer, the conditions listed below, as well as any other reasonable conditions specified by Franchisor, must be fulfilled. If these conditions are met, Franchisor will not unreasonably withhold its consent to a proposed Transfer of the type permitted by this Agreement.

Before Franchisor consents to a proposed Transfer, the following conditions must be fulfilled:

- (a) The proposed transferee must follow the same application procedures as a new Area Developer and must meet the same standards of character, business experience, financial strength, credit standing, health,

reputation, business ability, experience, etc. as Franchisor has set for any new area developer.

(b) The proposed transferee must sign, with Area Developer, an assignment and assumption satisfactory to Franchisor, whereby the proposed transferee will assume all of Area Developer's obligations under this Agreement. The owners of the proposed transferee must agree to be personally bound, jointly and severally, by all of the provisions of this Agreement.

(c) The proposed transferee has completed Franchisor's training program to Franchisor's satisfaction, exercised in good faith.

(d) As of the date of the Transfer, Area Developer has fully complied with all of its obligations to Franchisor, whether under this Agreement or any other agreement with Franchisor.

(e) The terms of the proposed Transfer must not place unreasonable burdens on the proposed transferee.

(f) Area Developer must sign at the time of sale an agreement, in the form specified by Franchisor, releasing Franchisor and its affiliates, owners, officers, directors, employees and agents from any and all claims and causes of action.

(g) The proposed transferee must pay Franchisor a transfer fee equal to Ten Thousand and 00/100 Dollars (\$10,000.00).

(h) The proposed transferee and its owners, shareholders, officers, directors, partners, members, investors, employees and agents and their Family Members and affiliates must not be an owner, shareholder, officer, director, partner, member, investor, employee, agent or consultant of or to a Competing Business. On Franchisor's request, the transferee may be required to sign an acknowledgement of compliance with this prohibition.

(i) If the Transfer involves installment payments by the transferee to the Seller, the Seller must sign a subordination agreement under which the Seller subordinates its right to receive any installment from the transferee to Franchisor's right to receive any and all amounts due it from transferee under this Agreement or any other agreement between Franchisor and transferee through the due date of the installment. The subordination agreement must be in a format and contain such additional terms and conditions as may be specified by Franchisor.

(j) Area Developer and the proposed transferee must comply with any other standard procedures specified by Franchisor.

Area Developer acknowledges that the conditions listed above are necessary for protection of the Franchise Marks and Franchise Systems and do not impose unreasonable restrictions on the transfer of this Agreement.

10.5 Transfer on Death or Incapacity.

If Area Developer or the last surviving owner of Area Developer (if Area Developer is a corporation, partnership, limited liability company or other entity) dies or becomes incapacitated, Area Developer's or the owner's rights under this Agreement will pass to the estate, heirs, devisees or legal representatives of Area Developer or the owner of Area Developer (collectively referred to in this Agreement as the "estate"). The estate may continue to perform under this Agreement if: (a) the estate provides a qualified individual acceptable to Franchisor to manage the business of Area Developer on a full-time basis; (b) this manager attends and successfully completes Franchisor's training program at the estate's expense; and (c) this manager assumes full time operation of the business of Area Developer within ninety (90) days of the date Area Developer dies or becomes incapacitated. If the estate fails to designate an acceptable manager or the designated manager fails to attend and satisfactorily complete the training program and to assume the full-time operation of the business of Area Developer within ninety (90) days of the death or incapacity, then the estate must sell the estate's interest in this Agreement within one hundred eighty (180) days of the date of death or incapacity. Any sale must be made in accordance with this Article 10.

10.6 Transfers to Controlled Entities.

If Area Developer is in full compliance with this Agreement, the Agreement may be assigned to a corporation, partnership or other entity in which Area Developer owns and will continue to own all the issued and outstanding stock, partnership interest, or other ownership interests and in which Area Developer will act as its principal executive officer or manager ("Controlled Entity"), provided that:

(a) All owners of the Controlled Entity execute this Agreement and agree to be personally bound, jointly and severally, by all of the provisions of this Agreement;

(b) The Controlled Entity agrees to be bound by all the provisions of this Agreement and to assume and discharge all of Area Developer's obligations under this Agreement; and

(c) The Controlled Entity will have no right to engage in a Transfer except in accordance with the provisions of Article 10 of this Agreement.

10.7 Assignment by Franchisor.

This Agreement is fully assignable by Franchisor and will inure to the benefit of any assignee or other legal successor to the interests of Franchisor. Franchisor may sell, assign, discount or otherwise transfer any rights under this Agreement or any other assets of Franchisor or its owners, without notice to or approval of Area Developer or any other area developer or franchisee, at any time. However, Franchisor will remain liable for the

performance of its obligations under this Agreement or will make adequate provision for the performance of those obligations by the assignee, to the extent required by applicable law.

ARTICLE 11—DEFAULT AND REMEDIES; TERMINATION

11.1 Default by Franchisor; Termination by Area Developer.

Franchisor will be considered in default of this Agreement if Franchisor breaches any material obligations of Franchisor under this Agreement and fails to cure that default within sixty (60) days of written notice from Area Developer. As a remedy for a default by Franchisor, Area Developer may elect to terminate this Agreement, but only if: (a) Area Developer is in full compliance with all terms of this Agreement; (b) Area Developer provides written notice to Franchisor specifying a default of this Agreement by Franchisor and the proposed date of termination; and (c) Franchisor has committed the default and has not cured the default within sixty (60) days of written notice from Area Developer of the default. Written notice from Area Developer of the default must specify in writing with particularity the nature of the default and the steps Area Developer requests that Franchisor take to cure the default. Franchisor will have not less than sixty (60) days to cure the default. Failure of Area Developer to comply with the provisions of this Section will result in any attempt to terminate being deemed null and void and without legal effect and will constitute a default by Area Developer.

11.2 Default by Area Developer.

Area Developer will be considered in default of this Agreement on the occurrence of any of the events listed in Sections 11.3 and 11.4 or otherwise listed as a default in this Agreement or if Area Developer breaches any other obligation of Area Developer under this Agreement.

11.3 Events of Default by Area Developer; No Right to Cure.

Any of the following events will constitute a default by Area Developer and good cause for termination of this Agreement by Franchisor without affording Area Developer an opportunity to cure.

(a) Any material misrepresentations or omissions or acts of dishonesty by Area Developer, including but not limited to submitting to Franchisor any report or statement that Area Developer knows or should have known is false or misleading.

(b) Area Developer commits fraud against Franchisor or its affiliates or against any of Area Developer's customers, suppliers, agents, or employees.

(c) Area Developer violates the provisions of Article 9 restricting Area Developer's activities during the term of this Agreement.

(d) Any assignment or transfer of this Agreement or of any ownership interest in Area Developer without complying with Article 10 of this Agreement.

(e) The conviction of, or plea of guilty or no contest by Area Developer or any owner, shareholder, member or partner of Area Developer to: (i) a crime, offense or misconduct for which the minimum penalty includes imprisonment for more than one year; or (ii) any crime, offense, misconduct, or action for which the minimum penalty includes imprisonment for one-year or less that involves fraud or dishonesty or is in any other way, as we believe and in our sole discretion, relevant to the operation of Area Developer's business.

(f) Intoxication, illegal drug use or other substance abuse by Area Developer or any owner, shareholder, member or partner of Area Developer that interferes with the operation of Area Developer's business.

(g) Any conduct by the Area Developer or any owner, shareholder, member, manager, or partner of Area Developer that reflects materially and adversely on the operation or reputation of the Franchise Marks or Franchise Systems.

(h) Area Developer has received two (2) or more prior notices of default and/or to terminate for the same or similar default during any consecutive twelve (12) month period.

(i) Area Developer has received three (3) or more prior notices of default and/or to terminate, whether or not for the same or similar default, during any consecutive twelve (12) month period.

(j) A breach by Area Developer of any of the representations contained in Article 14 of this Agreement.

(k) Area Developer or its affiliates or any owner, shareholder, member, manager, or partner of Area Developer defaults under any other agreement with Franchisor or its affiliate for which there is no opportunity to cure, or for which Area Developer or its affiliates or any owner, shareholder, member, manager, or partner of Area Developer has failed to cure.

11.4 Events of Default by Area Developer; Right to Cure.

Any of the following events will constitute a default by Area Developer and good cause for termination of this Agreement by Franchisor if the Area Developer fails to cure the default during the applicable cure period specified in Section 11.5 below.

(a) Adjudication of bankruptcy of Area Developer, the insolvency of Area Developer, appointment of a receiver or trustee to take charge of Area Developer's business by a court of competent jurisdiction or the general assignment by Area Developer for the benefit of creditors.

(b) A final judgment or the unappealed decision of a regulatory officer or agency that results in a temporary or permanent suspension of any permit or license that is a prerequisite to operation of Area Developer's business.

(c) Any material breach of this Agreement by Area Developer or a material breach by Area Developer or an affiliate of Area Developer of any of the terms of any other agreements entered into with Franchisor.

(d) Area Developer or its affiliates or any owner, shareholder, member, manager, or partner of Area Developer defaults under any other agreement with Franchisor or its affiliate in which Area Developer or its affiliates or any owner, shareholder, member, manager, or partner of Area Developer has an opportunity to cure, in which case the cure period under this Agreement shall coincide with the cure period of the other agreement.

11.5 Termination by Franchisor.

Franchisor has the right to terminate this Agreement before its expiration only for good cause and only in accordance with the requirements of this Section. Good cause for termination of this Agreement by Franchisor includes any default of Area Developer as defined in this Article 11 or elsewhere in this Agreement.

(a) On the happening of any of the events specified in Section 11.3, Franchisor may, at Franchisor's option, terminate this Agreement effective on delivery of written notice to Area Developer without affording Area Developer an opportunity to cure (except as may be required by applicable law).

(b) On the happening of any of the events specified in Section 11.4 or elsewhere in this Agreement or for any other good cause, Franchisor may, at its option, terminate this Agreement effective on written notice to Area Developer and Area Developer's failure to cure the defaults during the applicable cure period. Written notice of termination from Franchisor must specify any defaults under this Agreement or other reasons for termination and the date the termination will be effective. The effective date of termination must be: (i) at least ten (10) days from the date of notice for any monetary defaults; and (ii) at least thirty (30) days from the date of notice in all other instances. Termination will be automatically effective without further action by Franchisor on the date specified in the notice as the effective date of termination unless Area Developer completely cures, before the date specified in the notice as the effective date of termination, all the defaults or other reasons for termination specified by Franchisor in the notice.

11.6 Right to Withhold Services on Default by Area Developer.

If Area Developer commits a default under this Agreement that is not cured within ten (10) days of written notice, then Franchisor will have the right to: (a) withhold Franchisor's support services from Area Developer; (b) prohibit Area Developer from attending any meetings or seminars held or sponsored by Franchisor; and/or (c) terminate access to any computer system provided to Area Developer by Franchisor. Franchisor's

actions as authorized in this Section may continue until Area Developer has cured its defaults and will not suspend or release Area Developer from any obligation that Area Developer owes to Franchisor or its affiliates under this Agreement or otherwise.

11.7 Damages for Loss of Bargain

In addition to any other remedies available to Franchisor, if this Agreement is terminated before its expiration (other than termination by Area Developer for cause) or if Area Developer fails to develop any Franchise Business (as expressed in this Agreement) upon expiration of this Agreement, Franchisor will be entitled to recover from Area Developer damages attributable to the loss of bargain resulting from that termination or failure to develop upon expiration of this Agreement. Franchisor's damages will be the royalty fees and Brand Development Fund contributions that would have been payable to Franchisor had the Franchise Businesses been developed under this Agreement, in the amount of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) per undeveloped Franchise Business. Franchisor and Area Developer acknowledge and agree that Franchisor's actual loss of bargain damages is incapable of calculation at the time of the execution of this Agreement, and the damages calculated under this Section are a reasonable estimation of those damages. If the damages for loss of bargain payable under this Section are found to be invalid or unenforceable because they are found to be a penalty or not a reasonable estimation of actual damages, the amount of the damages will automatically be amended to the extent necessary to be found valid and enforceable. The damages for loss of bargain described in this Section cover only Franchisor's damages from the loss of revenue as a result of Franchisor being unable to operate, or to allow a third-party to operate a Franchise Business. Area Developer and each of its owners agree that these damages do not cover any other remedies or damages to which Franchisor may be entitled as a result of Area Developer's actions or inactions (including injunctive relief to enforce trademark violations and restrictions on competition) and do not give Franchisor an adequate remedy at law for any default under, or for the enforcement of, any other provision of this Agreement.

11.8 Other Remedies.

The exercise of any remedy by Franchisor as described in this Article 11 or elsewhere in this Agreement and/or enforcement of the provisions of Article 11 on termination or expiration of this Agreement will not affect or prejudice any other rights or remedies of Franchisor for breach of this Agreement by Area Developer whether those rights and remedies are contained in this Agreement or otherwise provided by law or equity. Franchisor's other rights and remedies may include, but are not limited to, an action for specific enforcement of this Agreement or other injunctive relief or an action for damages caused by the breach.

ARTICLE 12 – EFFECT OF TERMINATION OR EXPIRATION

12.1 Rights and Obligations of the Parties on Expiration or Termination.

On the expiration of the term of this Agreement or on the prior termination of this Agreement, all rights of Area Developer under this Agreement will cease, including, but

not limited to, the right to develop Franchise Businesses in the Development Territory and the following provisions will apply:

(a) After expiration or termination of this Agreement, Franchisor will be free to open, own or operate or to franchise or otherwise authorize others to open, own or operate Franchise Businesses in the Development Territory, except as may be provided in any Franchise Agreement then in effect between Franchisor and Area Developer or an affiliate of Area Developer.

(b) All remaining rights granted to Area Developer to develop Franchise Businesses under this Agreement will automatically be revoked and will be null and void. Area Developer will not be entitled to any refund of any fees. Area Developer will have no right to develop or operate any business for which a Franchise Agreement has not been executed by Franchisor. Franchisor will be entitled to develop and operate, or to franchise others to develop and operate, Franchise Businesses in the Development Territory, except as may be otherwise provided under any Franchise Agreement that has been executed between Franchisor and Area Developer and that has not been terminated.

(c) After expiration or termination of this Agreement, Area Developer must immediately cease to operate its business under this Agreement and must not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former developer of Franchisor.

(d) Expiration or termination of this Agreement under any circumstance will not abrogate, impair, release or extinguish any debt, obligation or liability of the parties to this Agreement that may have accrued under this Agreement on or before the date of expiration or termination, including, but not limited to, any debt, obligation or liability that was the cause of termination or arose out of such cause.

(e) Expiration or termination of this Agreement will not, by itself, automatically cause the termination of any Franchise Agreements between Franchisor and Area Developer or any of its affiliates.

(f) Area Developer must immediately and permanently discontinue using and storing any of the Confidential Information or Intellectual Property and other property of Franchisor and must immediately return, deliver, and transfer to Franchisor, at Area Developer's expense, all Confidential Information and Intellectual Property, and all materials constituting or containing the same or otherwise, belonging to Franchisor, including manuals, marketing materials, equipment, documents, forms, current and outstanding reports and all other items that are the property of Franchisor; provided, however, that Area Developer's obligations under this paragraph will not apply to Area Developer's rights under any Franchise Agreements between Franchisor and Area Developer in effect and in good standing on such termination.

(g) Area Developer must assign to Franchisor or its designee all of Area Developer's right, title, interest in and to its telephone number(s) and must notify the telephone company and all listing agencies of the termination or expiration of its right to use any telephone number in any regular, classified, or other telephone directory listing associated with the Marks and to authorize transfer of the same at Franchisor's discretion. If Area Developer fails to sign any required documents within two (2) business days of notice, Area Developer hereby grants Franchisor as its lawful attorney-in-fact to sign on its behalf any and all documents necessary to effectuate the assignment of telephone numbers listed to Franchisor. This power, coupled with an interest, is given as security for the rights and privileges given to Area Developer under this Agreement.

(h) Area Developer must within thirty (30) days of the termination or expiration of this Agreement, pay all sums owing to Franchisor and its affiliates, including without limitation, a fee of Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) for each Franchise Business Area Developer fails to develop, as expressed in Section 11.7 of this Agreement. Area Developer agrees that this amount is not a penalty and is for lost revenue from royalty fees and Brand Development Fund contributions payable to Franchisor, including the fact that Area Developer was holding the development rights for those Franchise Businesses and precluding the development of certain Franchise Businesses in the Development Territory, and that it would be difficult to calculate with certainty the amount of damages that Franchisor will incur. Notwithstanding Area Developer's agreement, if a court determines that this liquidated damages payment is unenforceable, then Franchisor may pursue all other available remedies, including without limitation, consequential damages and lost future revenue.

12.2 Surviving Provisions.

Expiration or termination of this Agreement will not affect the parties rights and obligations, including without limitation, under Article 7 relating to Intellectual Property, Article 8 relating to confidentiality, Article 9 relating to restrictions on competition, Article 12 relating to provisions applicable on expiration and termination, Article 13 relating to dispute resolution, Section 16.2 relating to indemnification, and other rights and obligations under this Agreement that, by their terms or intent survive expiration or termination of this Agreement.

ARTICLE 13 – NEGOTIATION AND ARBITRATION; LAW AND JURISDICTION; INJUNCTIVE RELIEF; COSTS OF ENFORCEMENT; JURY WAIVER; LIMITATIONS OF CLAIMS

13.1 Negotiation and Arbitration.

Except for actions described in Section 13.2, the parties will try to resolve all disputes by having an executive officer or owner of Area Developer negotiate with an executive officer of Franchisor to resolve the dispute, including at least one (1) face-to-face meeting. The parties agree to conduct these negotiations in good faith and to use their best efforts to resolve any such disputes. If the parties have not resolved the dispute

within ten (10) days after beginning these negotiations, then either party may take action to enforce its rights.

Except insofar as Franchisor elects to enforce this Agreement by judicial process and injunction as provided in Section 13.2, all disputes and claims relating to any provision hereof, to any obligation of Franchisor or its agents or the breach thereof (including, without limitation, any claim that this Agreement, any provision thereof, any obligation of Area Developer or any owner or Franchisor is illegal, unenforceable or voidable under any law, ordinance or ruling), or any other aspect of the relationship between Franchisor and Area Developer, shall be settled by binding arbitration in the county of Franchisor's principal place of business at the time that the action is commenced (including the determination of the arbitrability of any such disputes or claims). Arbitration will be held in accordance with the United States Arbitration Act (9 U.S.C. § 1 et. seq), if applicable, and the JAMS Comprehensive Arbitration Rules and Procedures (or such rules relating to the arbitration of disputes arising under Franchise Agreements). This Agreement evidences a transaction involving commerce and, therefore, the Federal Arbitration Act, Title 9 of the United States Code is applicable to the subject matter contained herein. The proceedings will be held in the county in which Franchisor's principal place of business is located at the time the action is filed by a single arbitrator agreed upon by the parties or otherwise appointed by the District Court for the State of Franchisor's principal place of business and located in the county of Franchisor's principal place of business at the time the action is filed or as provided in Rule 15 of the JAMS Comprehensive Arbitration Rules and Procedures. Any arbitrator appointed must have at least ten (10) years' experience in franchise matters and shall have the right to award or include in any award the specific performance of this Agreement. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

Area Developer agrees that it will not file any arbitration claim as a class action, seek class action status, or permit Area Developer's claim to be joined or made part of any class action filed by another. Area Developer further agrees that it will not file or join in any consolidated arbitration.

Area Developer acknowledges that it has read the terms of this binding arbitration provision and affirm that this provision is entered into willingly and voluntarily and without any fraud, duress or undue influence on Franchisor's part or the part of any of Franchisor's agents or employees.

13.2 Disputes Not Subject to Negotiation or Arbitration.

The following controversies, disputes and claims between the parties referred to in Section 13.1 will not be subject to negotiation: (a) any dispute involving the Intellectual Property set forth in Article 7 of this Agreement; (b) any dispute involving Confidential Information set forth in Article 8 of this Agreement; (c) any dispute involving enforcement of the restrictions on competition set forth in Article 9 of this Agreement; (d) any dispute involving termination of this Agreement by the Franchisor under Article 11; (e) any dispute involving indemnification under Article 16.2 of this Agreement; (f) any dispute involving, or

to collect, any and all unpaid fees due and owed to Franchisor; and (g) any judicial proceeding in equity seeking temporary restraining orders, preliminary injunctions or other interlocutory relief.

13.3 Applicable Law.

This Agreement takes effect on its acceptance and execution by Franchisor in Indiana, and shall be deemed to be offered, accepted, and entered into by the Parties, respectively, in the State of Indiana. Except for the applicability of the U.S. Trademark Law or other applicable federal law, all controversies, disputes or claims arising from or related to: (a) this Agreement or any other agreement between Area Developer (or Area Developer's owners) and Franchisor; (b) Franchisor's relationship with Area Developer; (c) the validity of this Agreement or any other agreement between Area Developer (or Area Developer's owners) and Franchisor; or (d) any standard under the Franchise Systems and/or Brand Standards Manuals; will be interpreted and construed under the laws of the State of Indiana. In the event of any conflict of law, the laws of Indiana will prevail, without regard to the application of Indiana conflict-of-law rules. Notwithstanding the foregoing, this Agreement will not be subject to any franchise or similar law, rule, or regulation of the State of Indiana unless the jurisdictional requirements of that law are met independently without reference to this Section.

13.4 Jurisdiction and Venue.

Any action brought by Area Developer (or Area Developer's owners) against Franchisor or Franchisor's affiliates or their respective owners, officers, directors, managers, agents or employees, must be brought exclusively, and any action brought by Franchisor against Area Developer (or Area Developer's owners) may be brought, in the federal or state court covering the location at which Franchisor has its principal place of business at the time that the litigation is commenced. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Neither party will seek a transfer or change in venue from a venue established or authorized in this Section or elsewhere in this Agreement.

13.5 Right to Injunctive Relief.

Franchisor will have the right, without the posting of any bond or security and without the need to prove irreparable injury, to obtain specific enforcement of the terms of this Agreement from a court or competent jurisdiction, by temporary or permanent injunctions or other equitable relief. Franchisor will have the right, without limitation, to obtain injunctive relief to prevent Area Developer from engaging in the following acts, which Area Developer acknowledges would cause irreparable harm to Franchisor: (a) using the Intellectual Property during the term of this Agreement in any manner not authorized by this Agreement or infringing on the Intellectual Property after termination of this Agreement; (b) using any of the rights franchised by this Agreement in any manner not authorized by this Agreement; (c) failing to operate in accordance with the standards and procedures specified by Franchisor; (d) engaging in operations in violation of the in-term and post-term restrictions on competition set forth in Article 9; (e) disclosing to any person or using the trade secrets or confidential information of Franchisor in violation of this Agreement; (f) engaging in any Transfer without complying with this Agreement; (g)

engaging in acts or practices in violation of applicable laws and regulations or that are fraudulent, dishonest or create health or other hazards to the public; or (h) significantly impairing the goodwill associated with Franchisor. The sole remedy of Area Developer, in the event of entry of an injunction, will be the dissolution of the injunction, if warranted, after notice and a hearing (all claims for damages by reason of the wrongful issuance of any injunction are being expressly waived by Area Developer). Franchisor's rights to obtain injunctive relief are in addition to all other remedies available to Franchisor under applicable law.

13.6 Costs of Enforcement.

If any legal action or other proceeding is begun for the enforcement of this Agreement, or for an alleged dispute, breach, default or misrepresentation under any term of this Agreement, then Franchisor, if Franchisor is the prevailing party, is entitled to recover reasonable pre-institution and post-institution attorneys' fees, court costs, and all expenses even if not taxable as court costs (including all fees and expenses incident to appellant, bankruptcy and post-judgment proceedings), incurred in the action or proceeding in addition to all other relief to which Franchisor is entitled. Attorneys' fees includes paralegal fees, administrative costs, investigative costs, costs of expert witnesses, court reporter fees, sales and use taxes, if any, and all other charges billed by the attorney to Franchisor. If Franchisor engages legal counsel because of the Area Developer's failure to pay when due any monies owed under this Agreement or submit when due any reports, information or supporting records, or for any failure to otherwise comply with this Agreement, the Area Developer must reimburse Franchisor on demand for all of the above listed expenses Franchisor incurs.

13.7 No Class Action or Consolidation.

Franchisor and Area Developer agree that any litigation will only be conducted on an individual, not a class-wide basis, and that a litigation proceeding between Franchisor and Area Developer may not be consolidated with any other litigation proceeding between the parties and any other individual, corporation, limited liability company, partnership or other entity. The parties waive, to the fullest extent allowed by law, any right to pursue or participate as a lead plaintiff or a class representative in any claim on a class or consolidated basis.

13.8 Jury Waiver; Time Period for Bringing Claims; Limitation of Damages.

SUBJECT TO APPLICABLE STATE LAW, FRANCHISOR AND AREA DEVELOPER IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

ALL CLAIMS BY AREA DEVELOPER ARISING UNDER THIS AGREEMENT OR FROM THE RELATIONSHIP BETWEEN THE PARTIES ARE BARRED UNLESS AN ACTION IS FILED AND TIMELY SERVED ON FRANCHISOR WITHIN ONE YEAR FROM THE DATE AREA DEVELOPER KNEW OR SHOULD HAVE KNOWN OF THE FACTS CREATING THE CLAIM, EXCEPT TO THE EXTENT ANY APPLICABLE LAW

OR STATUTE PROVIDES FOR A SHORTER PERIOD OF TIME TO BRING A CLAIM OR AS OTHERWISE REQUIRED BY LAW.

AREA DEVELOPER WAIVES IN ANY JUDICIAL ACTION, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OF ANY SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES AGAINST FRANCHISOR AND AGREES THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, AREA DEVELOPER WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY AREA DEVELOPER.

ARTICLE 14 – ACKNOWLEDGMENTS AND REPRESENTATIONS BY AREA DEVELOPER

14.1 Risk of Operations.

Area Developer understands the risks of being involved in the Franchise Businesses and is able to bear such risks. Area Developer also acknowledges that the success of Area Developer's business depends primarily on Area Developer's efforts. In addition, other factors beyond the control of Franchisor or Area Developer may affect the success of Area Developer's business, including competition, economic conditions, business trends, costs, market conditions, and other conditions that may be difficult to anticipate, assess or even identify. Area Developer understands and acknowledges that Area Developer's business may lose money or fail.

14.2 Representations by Franchisor.

Area Developer acknowledges and agrees that, except as specifically set forth in this Agreement or the Franchisor's FDD or the attached "Acknowledgments by Area Developer," no representations or warranties, express or implied, have been made to Area Developer, either by Franchisor or anyone acting on its behalf or purporting to represent it, including, but not limited to, the prospects for successful operations, the level of business or profits that Area Developer might reasonably expect, or the desirability, profitability or expected volume or profit of Area Developer's business. Area Developer acknowledges that all such factors are necessarily dependent upon variables beyond Franchisor's control, including, without limitation, the ability, motivation and amount and quality of effort expended by Area Developer. Area Developer acknowledges that neither Franchisor, nor any of its agents or representatives have made or are authorized to make any oral, written or visual representations or projections of actual or potential sales, earnings, net or gross profits, operational costs or expenses, prospects or chances of success that are not contained in this Agreement or in the Franchisor's FDD. Area Developer agrees that it has not relied on and that Franchisor will not be bound by allegations of any representations as to earnings, sales, profits, costs, expenses, prospects or chances of success that are not contained in this Agreement or the Franchisor's FDD.

14.3 Franchisor's Review of Business Plans or Other Materials.

Area Developer understands and agrees that any business plan, pro-forma or other material prepared by Area Developer or its representatives and submitted to

Franchisor is the sole responsibility of Area Developer. Any review by or comments from Franchisor or its representatives relating to those materials will be for discussion purposes only and will not constitute approval, endorsement or a guaranty of the information in those materials. No agent or employee of Franchisor will have the authority to approve, endorse or guaranty any information in those materials. Franchisor will not be responsible or liable to Area Developer for any claims relating to information in any such materials and Area Developer waives and releases Franchisor from any such claims.

14.4 Review of Materials and Consultation with Advisors.

Area Developer acknowledges that it is familiar with and has made an independent investigation of the business to be conducted by a Franchise Business and has reviewed Franchisor's FDD. Area Developer acknowledges that it has read and understood this Agreement, the appendixes to this Agreement, and the documents relating to this Agreement, if any, and has been given ample time and opportunity (and has been encouraged) to consult with an attorney or other professional advisor about the potential benefits and risks of entering into this Agreement. Area Developer represents that it understands and agrees to be bound by the obligations of this Agreement. Area Developer accepts the terms, conditions, covenants, representations and requirements contained in this Agreement and in Franchisor's FDD as being fair and reasonably necessary to maintain the high standards of quality, service and uniformity required to adequately protect and preserve the goodwill associated with the Franchise Marks and the Franchise Systems.

14.5 Representative Capacity of Franchisor's Personnel and Agents.

Area Developer acknowledges and agrees that in all of its dealings with Franchisor, Franchisor's owners, members, officers, directors, employees and agents act only in a representative, and not in an individual, capacity and that business dealings between Area Developer and them as a result of this Agreement are deemed to be only between Area Developer and Franchisor. Area Developer agrees that any claims it (or any of Area Developer's owners) may have against Franchisor's owners, members, officers, directors, employees or agents must be brought against Franchisor only, and not against such owners, members, officers, directors, employees or agents in their individual capacity.

14.6 Independent Status of Contract; Non-Uniformity of Agreements.

Area Developer understands and agrees that Franchisor is entering into this Agreement with Area Developer independently and separately from any franchise or license that Franchisor may grant to any other person or entity, and that Area Developer is not entering into this Agreement in reliance on or because of any other agreement that Franchisor may have entered into with a third party. Area Developer understands and agrees that the terms of Franchisor's agreements with third parties, now and in the future, may be materially different with respect to any terms and condition of this Agreement, including but not limited to, fees, territory, term and renewals. These variations may be based on any factors or conditions that Franchisor deems to be in the best interest of the ClusterTruck® franchise system or a particular franchise, including but not limited to, peculiarities of a particular area, density, business potential, population of trade area,

existing business practices or any other condition that Franchisor deems to be of importance to the operation of a specific franchise. Also, these variations may result from Franchisor, in its sole discretion, compromising, forgiving, or settling claims or disputes with or against other area developers. Area Developer will not be entitled to require Franchisor to disclose or grant to Area Developer a like or similar variation.

14.7 Terrorist and Money Laundering Activities.

Area Developer and its owners, officers, directors, members, partners and agents represent and warrant to Franchisor that: (a) they are not identified by name or alias, pseudonym or nickname, on the lists of “Specially Designated Nationals” or “Blocked Persons” maintained by the U.S. Treasury Department’s Office of Foreign Assets Control; (b) they are not directly or indirectly owned or controlled by the government of any country that is subject to a United States embargo; (c) they will not act directly or indirectly on behalf of the government of any country that is subject to a United States embargo; and (d) they are in full compliance with all laws proscribing money laundering and corrupt practices. Further, Area Developer and its owners, officers, directors, members, partners and agents represent and warrant to Area Developer that they have not violated and agree not to violate any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the USA Patriot Act, U.S. Executive Order 13244, or any similar law. The foregoing constitute continuing representations and warranties, and Area Developer and its owners, officers, directors, members, partners and agents must immediately notify Franchisor in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

14.8 Ownership of Area Developer; Guaranties.

The name, entity classification, state of organization, owners and percentage of ownership of Area Developer are set forth on the Obligations and Representations of Individual Interested Parties attached as Appendix B. Area Developer represents that the information stated in Appendix B is accurate and complete. Area Developer agrees that it will immediately notify Franchisor (and comply with the provisions of Article 10 of this Agreement, if applicable) if there is any change in the information set forth in Appendix B. Failure to comply with this requirement will be a material default under this Agreement. Each of the owners of Area Developer and their spouses must personally guaranty Area Developer’s obligations to Franchisor by signing the Guaranty attached as Appendix D. Also, if an affiliate of Area Developer operates a ClusterTruck® Kitchen, the affiliate may be required to guaranty all of the Area Developer’s obligations to Franchisor by signing the Guaranty attached as Appendix D.

ARTICLE 15 – WAIVERS AND APPROVALS

15.1 No Waivers.

The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, will not affect the right of that party to require performance of that provision or to exercise any right under this

Agreement. The failure or delay of Franchisor to require performance by another area developer of any provision of its agreement, even if known, will not affect the right of Franchisor to require performance of that provision in this Agreement or to exercise any right under this Agreement. Any waiver by any party of any breach of any provision of this Agreement is not a waiver of any continuing or later breach of that provision, a waiver of the provision itself, or a waiver of any right under this Agreement. No notice to or demand on any party in any case, of itself, entitles that party to any other notice or demand in similar or other circumstances.

15.2 Consents, Approvals and Satisfaction; Liability.

Whenever Franchisor's consent, approval, or acceptance is required under this Agreement, consent, approval, or acceptance will not be unreasonably withheld or delayed unless specifically stated in this Agreement to the contrary. All consents, approvals, or acceptances required of Franchisor are not binding on Franchisor unless the consent, approval, or acceptance is in writing and signed by the president or a managing member of Franchisor. Franchisor's consent, approval, or acceptance, whenever required, may be withheld if Area Developer is in default under this Agreement. Where the satisfaction of Franchisor is required under this Agreement, unless the Agreement expressly states otherwise, the satisfaction is determined in Franchisor's sole discretion. Franchisor will not be liable to Area Developer in any manner for providing or failing to provide or for any delay in providing any waiver, approval, acceptance, assistance, consent or suggestion to Area Developer. Area Developer waives any claims against Franchisor for such liability.

15.3 Franchisor's Reasonable Business Judgment.

Whenever Franchisor has reserved in this Agreement a right to take or to withhold an action, or to grant or decline to grant Area Developer a right to take or omit an action, Franchisor may, except as otherwise specifically provided in this Agreement, make its decision or exercise its rights based on information readily available to Franchisor and Franchisor's judgment of what is in Franchisor's and/or the ClusterTruck® franchise system's best interests at the time Franchisor's decision is made, without regard to either whether Franchisor could have made other reasonable or even arguably preferable alternative decisions or whether Franchisor's decision promotes its financial or other individual interest. Examples of items that will promote or benefit the ClusterTruck® franchise system include, without limitation, enhancing the value of the Intellectual Property, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the ClusterTruck® franchise system.

ARTICLE 16—GENERAL CONDITIONS AND PROVISIONS

16.1 Independent Contractor.

Area Developer and its owners each acknowledge and agree that Area Developer and they, respectively, will be independent contractors under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, agency, joint employer, or employment relationship of any kind. The parties acknowledge that this

Agreement does not create a fiduciary relationship between the parties. Area Developer and its owners will not, without Franchisor's prior written approval, have any power to obligate Franchisor for any expenses, liabilities, or other obligations, other than as specifically provided in this Agreement. Except as otherwise expressly authorized by this Agreement, neither party will make any express or implied agreements, warranties, guarantees, or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between Area Developer and Franchisor is other than that of a franchisor and an area developer. Franchisor does not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by Area Developer unless expressly authorized under this Agreement. Franchisor will not be obligated for any damages to any person or property that directly or indirectly arises from or relates to the Area Developer's operation of the Franchise Businesses developed under this Agreement.

Area Developer acknowledges and agrees, and will never contend otherwise, that Area Developer alone will exercise day-to-day control over all operations, activities, and elements, including without limitation employment decisions and employees' terms and conditions of employment, of the Franchise Businesses developed under this Agreement and that under no circumstance will Franchisor do so or be deemed to do so. Area Developer further acknowledges and agrees, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications, and procedures of the Franchise Systems, which Area Developer must comply with under this Agreement, whether contained in the Brand Standards Manual or otherwise, do not directly or indirectly constitute, suggest, infer, or imply that Franchisor controls any aspect or element of the day-to-day operations of the Franchise Businesses developed under this Agreement, which Area Developer alone controls, but only constitutes standards that Area Developer must adhere to when exercising control of the day-to-day operations of the Franchise Businesses developed under this Agreement. Area Developer is an independent contractor, and Area Developer is solely responsible for all aspects of the development and operation of the Franchise Businesses developed under this Agreement, subject only to the conditions and covenants established by this Agreement. Without limiting the generality of the foregoing, Area Developer acknowledges that Franchisor has no responsibility to ensure that the Franchise Businesses are developed and operated in compliance with all applicable laws, ordinances and regulations and that Franchisor shall have no liability in the event the development or operation of the Franchise Businesses violates any law, ordinance or regulation.

None of Area Developer's employees will be considered Franchisor's employees. Area Developer and its employees whose compensation Area Developer may pay in any way, directly or indirectly, expressly or by implication, will not be construed to be Franchisor's employee for any purpose, including with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any local, state or federal governmental agency. Franchisor will have no direct or indirect control over Area Developer's employees' terms and conditions of employment. Franchisor does not share or codetermine the terms and conditions of employment of any of Area Developer's employees or participate in matters relating to the employment

relationship between Area Developer and its employees, such as hiring, promotion, demotion, termination, hours or schedule worked, rate of pay, benefits, work assigned, discipline, response to grievances and complaints or working conditions. Area developer has sole responsibility and authority for these terms and conditions of employment. Area Developer is solely responsible for compliance with all federal, state, county, municipal, and other civil and criminal statutes, laws, ordinances, regulations, rules, and orders of public authorities applicable to its employment practices and employees, including the Fair Labor Standards Act and comparable laws regulating minimum wage, overtime pay, recordkeeping, youth employment standards, and other aspects of employment. Franchisor will not control and will not be responsible for Area Developer's payroll or other employee matters regardless of any information that Franchisor may provide in operations or training manuals or otherwise. Area Developer agrees, and will never contend otherwise, that any authority Franchisor has under this Agreement to perform certain functions for the Franchise Businesses developed under this Agreement does not directly or indirectly vest in Franchisor the power to hire, fire, or control any of Area Developer's employees. Area Developer must indemnify Franchisor and hold Franchisor harmless from and against any liability relating to or arising from employment related decisions and obligations, including labor and employment law violations by Area Developer or its employees.

Except as expressly provided in this Agreement, Franchisor may not control or have access to Area Developer's funds or the expenditure of Area Developer's funds or in any other way exercise dominion or control over the Franchise Businesses developed under this Agreement. Except as otherwise expressly authorized by this Agreement, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between Franchisor is other than that of a franchisor and an area developer. Franchisor does not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by Area Developer which are not expressly authorized under this Agreement. Franchisor will not be obligated for any damages to any person or property which directly or indirectly arise from or relate to Area Developer's operation of the Franchise Businesses developed under this Agreement.

16.2 Indemnification.

Area Developer agrees that it will, at its sole cost, at all times defend, indemnify and hold harmless Franchisor, any affiliate of Franchisor, the affiliates, subsidiaries, successors and assigns and designees of each and the officers, directors, managers, employees, agents, attorneys, shareholders, owners, members, designees and representatives of all of the foregoing (the "Indemnitees") to the fullest extent permitted by law, from all claims, losses, liabilities and costs incurred in connection with any civil, criminal or governmental action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether any of the foregoing is reduced to judgment) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based on, is a result of, or is related in any way to the operation of Area Developer's business, including, without limitation: any personal injury, death or property damage suffered by any customer, visitor, operator, employee or guest of Area Developer's business; crimes committed on or

near Area Developer's business or vehicles used by or in Area Developer's business; all acts, errors, neglects, or omissions, or violations of law engaged in by Area Developer and its agents; all acts, errors, neglects or omissions of Area Developer and/or the owners, members, officers, directors, management, employees, agents, servants, contractors, partners, proprietors, affiliates or representatives of Area Developer (or any third party acting on behalf of or at the direction of Area Developer), whether in connection with Area Developer's business or otherwise.

As used above, the phrase "claims, losses, liabilities and costs" includes: all claims; causes of action; fines; penalties; liabilities; losses; compensatory, exemplary, statutory or punitive damages or liabilities; costs of investigation; lost profits; court costs and expenses; reasonable attorneys' and experts' fees and disbursements; settlement amounts; judgments; compensation for damage to Franchisor's reputation and goodwill; costs of or resulting from delays; travel, food lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by Indemnitees' attorneys and/or experts); all expenses of recall, refunds, compensation and public notices; and other such amounts incurred in connection with the matters described. All such losses and expenses incurred under this indemnification provision will be chargeable to and paid by Area Developer, regardless of any actions, activity or defense undertaken by Indemnitees or the subsequent success or failure of the actions, activity or defense.

Area Developer agrees to give Franchisor written notice of any action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any Indemnitee within three (3) days of Area Developer's actual or constructive knowledge of it. At Area Developer's expense and risk, Franchisor may elect to assume (but under no circumstance will Franchisor be obligated to undertake) the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation. Franchisor's undertaking of defense and/or settlement will in no way diminish Area Developer's obligation to indemnify Franchisor and other Indemnitees and to hold Franchisor and other Indemnitees harmless. Franchisor will have the right, at any time it considers appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions Franchisor considers expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in Franchisor's sole judgment, there are reasonable grounds to do so.

This indemnity obligation will continue in full effect even after the expiration, Transfer or termination of this Agreement. Franchisor's right to indemnity under this Agreement will arise and be valid notwithstanding that joint or concurrent liability may be imposed on Franchisor by statute, ordinance, regulation or other law. An Indemnitee need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses in order to maintain and recover fully a claim against Area Developer under this Section. Area Developer agrees that a failure to pursue recovery or mitigate a loss will not reduce or alter the amounts that an Indemnitee may recover from Area Developer under this Section.

16.3 Definition of Affiliate.

For purposes of this Agreement, an affiliate of a party is any person (including an individual, sole proprietorship, partnership, corporation, limited liability company or other entity) that, directly or indirectly, controls, is controlled by or is under common control with the party or any of its shareholders, officers, directors, partners, owners or investors.

16.4 Appraisal Method.

If a value is to be determined by appraisal as referred to in Section 10.3, the following method will be used to determine the appraised value. If the parties are able to agree on an independent appraiser, that appraiser will determine the applicable value and his or her determination will be binding on the parties. If the parties are not able to agree on an independent appraiser within fifteen (15) days of the event triggering the appraisal, each party will select an independent appraiser qualified or certified to make the appraisal. The independent appraisers chosen will then select a third independent appraiser. The third independent appraiser will determine the applicable value and his or her determination will be binding on the parties. Franchisor and Area Developer agree to select their respective appraisers within fifteen (15) days after the event triggering the appraisal and the two appraisers chosen are obligated to appoint the third appraiser within fifteen (15) days after the date on which the last of the two party-appointed appraisers is appointed. Franchisor and Area Developer will bear the cost of their own appraisers and share equally the reasonable fees and expenses of the third appraiser. The parties will take reasonable actions to cause the appraiser to complete his or her appraisal within thirty (30) days after the third appraiser's appointment.

16.5 Third Parties.

Except as provided in this Agreement to the contrary for any affiliates or franchisees of Franchisor, nothing in this Agreement, whether expressed or implied, is intended to confer any rights under this Agreement on any person (including other area developers or franchisees) other than the parties and their respective personal representatives, other legal representatives, heirs, successors and permitted assigns.

16.6 Notices.

Unless otherwise specified in this Agreement, notices under this Agreement must be in writing signed by the party serving the same and must be sent by: (a) registered or certified mail, return receipt requested, postage pre-paid, in which case the notice will be complete two days after mailing; or (b) reputable overnight courier service, in which case the notice will be complete one day after delivery to the overnight courier. The notice must be sent to the address set forth below or at such address as designated by notice pursuant to this Section.

If to Franchisor:

ClusterTruck Franchising, LLC
Attn: Janet Monroe
729 N. Pennsylvania Street
Indianapolis, IN 46204

With a copy to:
(does not constitute notice)

Mark J. Burzych
Fahey Schultz Burzych Rhodes PLC
4151 Okemos Road
Okemos, Michigan 48864

If to the Area Developer:

See Paragraph 6 of Appendix A.

16.7 Force Majeure Events.

For purposes of this Agreement, a "Force Majeure Event" includes acts of God, fires, floods, earthquakes, and other natural disasters, explosions, wars, strikes, lock-outs or other industrial disturbances, riots, epidemics, rebellions, embargoes, and government regulations, civil or military takeovers, or other similar event not within the control of the party affected. A Force Majeure event does not include economic recessions and depressions and other economic downturns. If the performance of an obligation under this Agreement (including without limitation Area Developer's compliance with the Development Schedule) by either party is rendered impossible, directly and proximately, by a Force Majeure Event that cannot be overcome by use of normal commercial measures and that was not directly or indirectly caused by, contributed to, or exacerbated by any act or omission of that party or any person acting on behalf of that party, the time for that party's performance of the obligation will be extended for the period during which performance is rendered impossible due to the Force Majeure Event. The party whose performance is affected by a Force Majeure Event must give prompt written notice of the event to the other party, which includes the nature of the Force Majeure Event and an estimate of its duration. Notwithstanding the foregoing, Area Developer will not, under any circumstances, be excused from timely performance of its obligations relating to the use and protection of the Franchise Marks or Confidential Information, the payment of any sums of money owed to Franchisor, or the restrictions regarding operating a Competing Business. Also, notwithstanding the foregoing, this provision will not extend Area Developer's time for performance of an obligation beyond a period of thirty (30) days without the written consent of Franchisor.

16.8 Entire Agreement; Modifications.

This Agreement and all appendixes and other documents attached to this Agreement are incorporated in this Agreement and will constitute the entire agreement between the parties. This Agreement supersedes and replaces any and all previous or contemporaneous written and oral agreements, understandings, promises, representations, inducements, or dealings between the parties. However, nothing in this Section or otherwise in this Agreement is intended to disclaim or waive Area Developer's reliance on any statements made in the FDD delivered to Area Developer or in the exhibits and amendments to the FDD. This Agreement may not be amended or modified except

in a writing executed by both parties, except that Franchisor may unilaterally modify the Franchise Systems, manuals and its specifications as provided in this Agreement. THIS SECTION 16.8 SHALL NOT APPLY TO THE SEPARATE CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT AND COVENANT NOT TO COMPETE EXECUTED BY AREA DEVELOPER AND ITS OWNERS, OR THE GUARANTY, WHICH SHALL EACH CONSTITUTE A SEPARATE AGREEMENT AND SHALL NOT BE INTEGRATED WITH OR CONSIDERED A PART OF THIS AREA DEVELOPMENT AGREEMENT.

16.9 Severability.

Each Section, part or provision of this Agreement will be considered severable. If any Section, part or provision is found unenforceable by a court of competent jurisdiction, that determination will not impair the operation or affect the validity of the remainder of this Agreement unless such unenforceability, in the opinion of Franchisor, materially alters the protection of the Intellectual Property or Franchisor's source of revenues. In that event, Franchisor may substitute for this Agreement, a new agreement without such unenforceable terms and such additional terms as may be appropriate under the circumstances.

16.10 Obligations Joint and Several.

If there is more than one individual or entity executing this Agreement as Area Developer, all such persons are jointly and individually liable for the Area Developer's obligations under this Agreement.

16.11 Execution by Franchisor; Counterparts.

The submission of this Agreement is not an offer by Franchisor and Franchisor is not bound in any way until an executive officer of Franchisor executes this Agreement. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. This Agreement, including the Appendices, may be executed on signature pages exchanged by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Copies of executed counterparts transmitted by such electronic transmission service shall be considered original executed counterparts for purposes of this Agreement.

16.12 Headings.

Article and Section headings are for convenience of reference only and do not limit or affect the provisions of this Agreement.

16.13 Supplemental Agreements.

Area Developer and/or its owners must sign supplemental agreements, which are attached as Appendices to this Agreement, simultaneous with the signing of this Agreement, including the following:

(a) **Appendix A—Specifics.** This document describes the number of Franchise Businesses to be developed, the Development Territory, the Development Schedule, the term, and Area Developer’s address for notice.

(b) **Appendix B—Obligations and Representation of Individual Interested Parties.** The owners of Area Developer must sign this document to agree to be personally bound by the provisions of this Agreement and to provide information about Area Developer and its owners.

(c) **Appendix C—Acknowledgements by Area Developer.** Area Developer must complete and sign this document to provide information about representations and disclosures by Franchisor so that Franchisor may ensure that all applicable franchise rules and laws have been followed in the sale of the franchise to Area Developer.

(d) **Appendix D—Guaranty.** The owners of Area Developer must sign this document to agree to be personally bound by the financial obligations of Area Developer to Franchisor.

(e) **Appendix E—Confidentiality and Nondisclosure Agreement and Covenant Not to Compete.** Area Developer and owners of Area Developer must sign this document to be separately bound by the confidentiality, nondisclosure, and noncompetition obligations of Area Developer to Franchisor.

CLUSTERTRUCK FRANCHISING, LLC

By: _____

Its: _____

AREA DEVELOPER

By: _____

Its: _____

APPENDIX A—SPECIFICS

1: The number of Franchise Businesses Area Developer is authorized to develop in the Development Territory is _____.

2: The Development Territory, as referred to in Section 2.1, shall be defined as that area within the following borders or as depicted in the attached map:

3: The Development Schedule referred to in Section 3.1 is:

Time Period Ending	Cumulative Number of Franchise Businesses that must be in Operation in the Development Territory

4: The initial term of this Agreement is _____.

5: The initial fee payable by Area Developer is \$_____.

6: Area Developer's address for purposes of notice under Section 16.6 is:

AREA DEVELOPER
Attn: ***Designated Owner***
Area Developer Street Number ***Area Developer Street Name***
Area Developer City Name, ***Area Developer State Name*** ***Area Developer Zip Code***
Facsimile No.: ***Area Developer Fax Number***

This Appendix A—Specifics is current and complete as of _____, 20__.

ClusterTruck Franchising, LLC

Area Developer

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPENDIX B—OBLIGATIONS AND REPRESENTATIONS OF INDIVIDUAL INTERESTED PARTIES

This is an Appendix to the Area Development Agreement between ClusterTruck Franchising, LLC and the Area Developer named below dated _____, 20____ (“Area Development Agreement”). All capitalized terms not defined in this Appendix will have the same meaning ascribed to them in the Area Development Agreement.

Each of the individuals signing below (each an “Interested Party”) is directly or indirectly beneficially interested in Area Developer’s business as a shareholder, officer, director, partner, member, owner, investor, family member and/or affiliate of Area Developer. As such, each Interested Party hereby agrees to and shall be jointly, severally and personally bound by all the terms and provisions of the Area Development Agreement, including but not limited to, those requiring the payment of money by Area Developer, to the same extent and in the same manner as Area Developer is bound, the confidentiality covenants, the non-competition covenants, and all other restrictive covenants set forth in Articles 8 and 9 of the Area Development Agreement, whether or not Interested Party’s status as a shareholder, officer, director, partner, member, owner, investor, family member and/or affiliate of Area Developer may change or cease during or after the term of the Area Development Agreement. This Appendix will not impair any separate instrument of guaranty or subordination that any Interested Party signing below has executed or may execute in the future.

Each Interested Party signing below represents and warrants to Franchisor that the following is correct and true:

Legal Name of Area Developer: _____

Type of Entity and State of Organization (sole proprietorship, corporation, partnership, limited liability company, etc.): _____

d/b/a (if applicable): _____

Address of Area Developer: _____

Business Telephone: _____

Name, Address, Phone No., Email Address, Title and % of Ownership of each Owner of an interest in Area Developer or Area Developer’s Business:

Name	***Owner 1***
Address	***Owner 1 Address***
Phone Number	***Owner 1 Telephone Number***
Email Address	***Owner 1 Email Address***
Title	***Owner 1 Title***

Percentage of Ownership	***Owner 1 Percentage of Ownership Interest***
--------------------------------	--

Name	***Owner 2***
Address	***Owner 2 Address***
Phone Number	***Owner 2 Telephone Number***
Email Address	***Owner 2 Email Address***
Title	***Owner 2 Title***
Percentage of Ownership	***Owner 2 Percentage of Ownership Interest

Name	***Owner 3***
Address	***Owner 3 Address***
Phone Number	***Owner 3 Telephone Number***
Email Address	***Owner 3 Email Address***
Title	***Owner 3 Title***
Percentage of Ownership	***Owner 3 Percentage of Ownership Interest

(Attach documents and contracts governing the ownership, management, and other significant aspects of the business entity (e.g., articles of incorporation or organization, partnership or shareholder agreements, operating agreements, stock certificates, etc.))

Acknowledged and Agreed by Each Undersigned Owner:

/S/ _____

Dated: _____

(Print Name Above)

/S/ _____

Dated: _____

(Print Name Above)

/S/ _____

Dated: _____

(Print Name Above)

APPENDIX C—ACKNOWLEDGEMENTS BY AREA DEVELOPER

You are entering into an Area Development Agreement for the development of ClusterTruck Franchising, LLC franchises. The purpose of this document is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your Area Developer business. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgements and Representations*

1. Did you receive a copy of our Franchise Disclosure Document (and all exhibits and appendixes) at least 14 days before you signed a binding agreement with, or paid any consideration to, us or our affiliates in connection with the proposed franchise sale? Check one: ☐ Yes ☐ No. If no, please comment: _____

- 1A. If you are a resident of or your franchise will be located in **Iowa, New York, Oklahoma and Rhode Island**, did you receive a copy of our Franchise Disclosure Document at least by the earliest of: (a) at the time of your first personal meeting with us to discuss the franchise; or (b) 10 business days before you signed a binding agreement with, or made a payment to, us or our affiliates in connection with the proposed franchise sale? Check one: ☐ N/A ☐ Yes ☐ No. If no, please comment: _____

- 1B. If you are a resident of or your franchise will be located in **Indiana, Michigan, Washington or Wisconsin**, did you receive a copy of our Franchise Disclosure Document at least 10 business days before you signed a binding agreement with, or made a payment to, us or our affiliates in connection with the proposed franchise sale? Check one: ☐ N/A ☐ Yes ☐ No. If no, please comment: _____

2. Did you understand all of the information contained in the Franchise Disclosure Document? Check one: ☐ Yes ☐ No.

If No, what parts of the Franchise Disclosure Document do you not understand? :

3. Were the terms and conditions of the Area Development Agreement presented to you for signing materially different from the Area Development Agreement contained in the Franchise Disclosure Document delivered to you? Check one: ☐ Yes ☐ No.

If yes, did you receive a copy of the Area Development Agreement in the form presented to you for signing at least seven calendar days before signing the Area Development Agreement? Check one: ☐ Yes ☐ No. If no, please comment:

4. Was any oral, written or visual claim or representation made to you that contradicted the disclosures in the Franchise Disclosure Document? Check one: ☐ Yes ☐ No. If yes, please state in detail the oral, written or visual claim or representation: _____

5. Except as stated in Item 19 of Franchisor's Disclosure Document, did any employee or other person speaking on behalf of Franchisor make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any Kitchen location or business, or the likelihood of success of your Area Development business? Check one: ☐ Yes ☐ No. If yes, please state in detail the oral, written or visual claim or representation: _____

6. Except as stated in Item 19 of Franchisor's Disclosure Document, did any employee or other person speaking on behalf of Franchisor make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document? Check one: ☐ Yes ☐ No. If yes, please comment: _____

7. Do you understand that the Area Development Agreement contains the entire agreement between you and us concerning Area Developer's business, meaning that any prior oral or written statements not set out in the Area Development Agreement will not be binding? Check one: ☐ Yes ☐ No. If no, please comment: _____

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8. Do you understand that the success or failure of your Area Developer business will depend in large part upon your skills and experience, your business acumen, your location, the local market for products under Franchisor's trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your Area Development Business may change? Check one: ☐ Yes ☐ No. If no, please comment: _____
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9. Have you discussed the benefits and risks of operating as an Area Developer with an attorney, accountant, or other professional advisor and do you understand those risks? Check one: ☐ Yes ☐ No. If no, please comment: _____
-
-
10. Do you acknowledge that you are an independent contractor and responsible for running as an Area Developer and that we do not have the authority to hire or fire your employees? Check one: ☐ Yes ☐ No. If no, please comment: _____
-
-
11. Do you expressly agree and will never contest otherwise, that our authority under this Agreement to certify certain of your employees for qualification to perform certain functions as an Area Developer does not directly or indirectly vest in us the power to hire, fire, or control any such employee? Check one: ☐ Yes ☐ No.
12. Do you acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities, and elements as an Area Developer and that under no circumstance shall we do so or be deemed to do so? Check one: ☐ Yes ☐ No.
13. Do you further acknowledge and agree and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the Franchise Systems which you are required to comply with under this Agreement, whether set forth in our Brand Standards Manuals or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of as an Area Developer, but rather are to protect the ClusterTruck® system and brand? Check one: ☐ Yes ☐ No.

14. You understand and agree that it is unlawful and a criminal offense to duplicate or reproduce any copyrighted materials: ☐ Yes ☐ No.
15. You acknowledge that you have conducted an independent investigation of the Kitchen concept licensed by this Agreement, that you have had an adequate opportunity to be advised by advisors of your own choosing regarding all pertinent aspects of this Agreement and the franchise relation created by it, that the business venture contemplated by this Agreement involves business risks, and that the success of the business will be largely dependent upon the abilities of the Owners, if the Area Developer is a business entity. Area Developer understands that Franchisor makes no express or implied warranties or representations, guarantees or assurances that Area Developer will achieve any degree of success in operation as an Area Developer and, while Franchisor will provide Area Developer with advice and consultation as provided in this Agreement, success in operation depends ultimately on Area Developer and on other factors including, but not limited to, location, marketing, regional tastes and preferences, economic conditions, financial considerations and competition:
☐ Yes ☐ No.
16. AREA DEVELOPER RECOGNIZES THAT FRANCHISOR HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON AND IN RECOGNITION OF THE FACT THAT AREA DEVELOPER SHALL HAVE FULL RESPONSIBILITY FOR ITS MANAGEMENT AND OPERATION LICENSED BY THIS AGREEMENT, AND THAT THE AMOUNT OF PROFIT OR LOSS RESULTING FROM THE OPERATION AS AN AREA DEVELOPER WILL BE DIRECTLY ATTRIBUTABLE TO THE PERFORMANCE OF AREA DEVELOPER: ☐ Yes ☐ No.
17. All information provided to Franchisor in connection with the approval of Area Developer as an Area Developer is truthful and accurate: ☐ Yes ☐ No.
18. Area Developer acknowledges that this Agreement requires arbitration of disputes in the state and county in which Franchisor has its principal place of business at the time the action is filed; that an exception to this requirement is Franchisor's right to bring a court action for specified matters; that the exclusive venue and jurisdiction for any court action is the state in which Franchisor has its principal place of business at the time the action is filed; and that Franchisor and Area Developer waive the right to a jury, to punitive damages, and to bring multi-plaintiff, consolidated, or class-wide actions; and that one (1) year state of limitations applies to claims between the parties subject to specified exceptions: ☐ Yes ☐ No.

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE ARE AND WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGEMENT.

Signed:_____

Signed:_____

Print Name:_____

Print Name:_____

Date:_____

Date:_____

*Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law.

APPENDIX D—GUARANTY

Each of the persons signing this Guaranty (each a “Guarantor”), in order to induce CLUSTERTRUCK FRANCHISING, LLC (“Franchisor”) to enter into an Area Development Agreement, dated the ____ day of _____, 20____, with _____ (“Area Developer”), unconditionally and absolutely guaranties payment when due, whether by stated maturity, demand, acceleration or otherwise, of all existing and future indebtedness (“Indebtedness”) of Area Developer to Franchisor. Indebtedness includes without limit: any and all obligations or liabilities of the Area Developer to Franchisor under the Area Development Agreement or any other agreement between the Franchisor and Area Developer or any affiliate of Area Developer or otherwise arising, whether absolute or contingent, direct or indirect, voluntary or involuntary, liquidated or unliquidated, joint or several, known or unknown; any and all indebtedness, obligations or liabilities for which Area Developer would otherwise be liable to Franchisor were it not for the invalidity, irregularity or unenforceability of them by reason of any bankruptcy, insolvency or other law or order of any kind, or for any other reason; any and all amendments, modifications, renewals and/or extensions of any of the above; and all costs of collecting Indebtedness, including, without limit, actual attorney fees. In addition, each Guarantor agrees as follows:

1. This Guaranty is a continuing guaranty of payment and not of collection and remains effective whether the Indebtedness is from time to time reduced and later increased or entirely extinguished and later reincurred.

2. Guarantor will pay to Franchisor all costs and expenses, including reasonable attorney fees, incurred in enforcing this Guaranty.

3. If any Indebtedness is guaranteed by two or more guarantors, the obligation of Guarantor will be several and also joint, each with all and also each with any one or more of the others, and may be enforced at the option of Franchisor against each severally, any two or more jointly, or some severally and some jointly. Franchisor, in its sole discretion, may release any one or more of the Guarantors for any consideration that it deems adequate, and may fail or elect not to prove a claim against the estate of any bankrupt, insolvent, incompetent or deceased Guarantor; and after that, without notice to any Guarantor, Franchisor may extend or renew any or all Indebtedness and may permit Area Developer to incur additional Indebtedness, without affecting in any manner the unconditional obligation of the remaining Guarantor(s). Guarantor acknowledge(s) that the effectiveness of this Guaranty is not conditioned on any or all of the Indebtedness being guaranteed by anyone else.

4. Guarantor, to the extent not expressly prohibited by applicable law, waive(s) any right to require Franchisor to: (a) proceed against any person or property; (b) give notice of the terms, time and place of any public or private sale of personal property security held from Area Developer or any other person, or otherwise comply with the provisions of the Indiana or other applicable Uniform Commercial Code, as the same may be amended, revised or replaced from time to time; or (c) pursue any other remedy in

Franchisor's power. Guarantor waive(s) notice of acceptance of this Guaranty and presentment, demand, protest, notice of protest, dishonor, notice of dishonor, notice of default, notice of intent to accelerate or demand payment of any Indebtedness, any and all other notices to which Guarantor might otherwise be entitled, and diligence in collecting any Indebtedness, and agree(s) that Franchisor may, once or any number of times, modify the terms of any Indebtedness, compromise, extend, increase, accelerate, renew, or forbear to enforce payment of any or all Indebtedness, or permit Area Developer to incur additional Indebtedness, all without notice to Guarantor and without affecting in any manner the unconditional obligation of Guarantor under this Guaranty.

5. Guarantor unconditionally and irrevocably waive(s) each and every defense and setoff of any nature which, under principles of guaranty or otherwise, would operate to impair or diminish in any way the obligation of Guarantor under this Guaranty, and acknowledge(s) that each such waiver is by this reference incorporated into each security agreement, collateral assignment, pledge and/or other document from Guarantor now or later securing this Guaranty and/or the Indebtedness, and acknowledge(s) that as of the date of this Guaranty no such defense or setoff exists.

6. This Guaranty is an absolute and continuing guarantee and will remain in effect unless revoked in writing by Franchisor.

7. As long as Area Developer owes any monies to Franchisor (other than payments that are not past due) Area Developer will not pay and Guarantor will not accept payment of any part of any indebtedness owed by Area Developer to us, or any one of us, either directly or indirectly, without the consent of Franchisor.

8. This Guaranty constitutes the entire agreement of Guarantor and Franchisor with respect to the subject matter of this Guaranty. No waiver, consent, modification or change of the terms of the Guaranty will bind any of Guarantor or Franchisor unless in writing and signed by the waiving party or an authorized officer of the waiving party, and then this waiver, consent, modification or change will be effective only in the specific instance and for the specific purpose given. This Guaranty will inure to the benefit of Franchisor and its successors and assigns and will be binding on Guarantor and Guarantor's heirs, legal representatives, successors and assigns including, without limit, any debtor in possession or trustee in bankruptcy for any of Guarantor. Guarantor has (have) knowingly and voluntarily entered into this Guaranty in good faith for the purpose of inducing Franchisor to extend credit or make other financial accommodations to Area Developer. If any provision of this Guaranty is unenforceable in whole or in part for any reason, the remaining provisions shall continue to be effective.

9. The failure to insist upon performance in any one (1) or more instances upon non-performance of any terms, covenants, and conditions of this Guaranty shall not be construed as a waiver of future performance of any such term, covenant, or condition of this Guaranty, and any obligations with respect hereto shall continue in full force and effect. Except as otherwise expressly provided in this Guaranty, no remedy conferred upon the parties pursuant to this Guaranty is intended to be exclusive of any other

remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Guaranty or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise of any right, power or remedy pursuant to this Guaranty shall preclude any other or further exercise thereof.

10. THIS GUARANTY WILL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA (WITHOUT REFERENCE TO THE CONFLICT OF LAWS PROVISIONS). GUARANTOR IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE AND COUNTY OF WHICH FRANCHISOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED AT THE TIME THAT THE LITIGATION IS COMMENCED AND WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. SERVICE OF PROCESS MAY BE MADE ON GUARANTOR IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS GUARANTY OR GUARANTOR'S RELATIONSHIP WITH FRANCHISOR BY ANY MEANS ALLOWED BY INDIANA OR FEDERAL LAW. VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS GUARANTY WILL BE THE STATE AND FEDERAL COURTS IN WHICH FRANCHISOR HAS ITS PRINCIPAL PLACE OF BUSINESS AT THE TIME THAT THE LITIGATION IS COMMENCED; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

11. GUARANTOR AND FRANCHISOR ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS GUARANTY OR THE INDEBTEDNESS.

12. This Guaranty may be executed in any number of counterparts each of which when so executed shall be an original, but all of which together shall constitute one (1) and the same instrument. This Guaranty may be executed on signature pages exchanged by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Copies of executed counterparts transmitted by such electronic transmission service shall be considered original executed counterparts for purposes of this Guaranty.

13. In the event any Section or portion of any Section in this Guaranty shall be determined to be invalid or unenforceable for any reason(s), such invalidity or unenforceability shall not affect the validity and enforceability of the remaining valid and enforceable Sections hereof, which shall be construed as if such invalid or unenforceable Section or Sections had not been inserted.

Dated: _____

Guarantor:

(printed name)

Dated: _____

Guarantor:

(printed name)

Dated: _____

Guarantor:

(printed name)

Dated: _____

Guarantor:

(printed name)

APPENDIX E— CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT AND COVENANT NOT TO COMPETE

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT AND COVENANT NOT TO COMPETE (Area Developer and Principal Owner)

This Confidentiality and Nondisclosure Agreement and Covenant Not to Compete (the “Agreement”) is entered into as of the date or dates set forth below by and between ***AREA DEVELOPER*** located at ***Area Developer Street Number*** ***Area Developer Street Name***, ***Area Developer City Name***, ***Area Developer State Name*** ***Area Developer Zip Code*** (“Area Developer”) and CLUSTERTRUCK FRANCHISING, LLC, located at 729 N. Pennsylvania St., Indianapolis, IN, 46204 (the “Company”), and ***Principal Owner 1***, owner of Area Developer (“Owner”). Area Developer and Owner are hereinafter, collectively referred to as the “Area Developer Parties”.

WHEREAS, Area Developer is a party to that certain Area Development Agreement dated _____, 20__ (“Area Development Agreement”) by and between Area Developer and the Company;

WHEREAS, the Company is the Franchisor of ClusterTruck® Kitchens and has the authority to disclose and discuss all information relating to the operations of a ClusterTruck® Kitchen;

WHEREAS, Confidential Information and Trade Secrets, which are more particularly described below, will be disclosed to or otherwise obtained by the Area Developer Parties in the course of and in relation to Area Developer’s development of its ClusterTruck® Kitchen franchises; and

WHEREAS, the Area Developer Parties understand the necessity of not disclosing any such information to any other party or using such information to compete against the Company, any affiliate(s) or other franchisee(s) of the Company, or in any business (i) that is a Competing Business (as defined below) or (ii) in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of Area Developer, or the Company, any affiliate(s) of the Company, or the Company’s franchisees.

NOW, THEREFORE, in order to induce the Company to transmit the aforesaid information to the Area Developer Parties, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1) Franchise System

- a) The Company and its affiliates have developed a modern and innovative delivery kitchen concept offering a wide range of diverse cuisine styles, including barbeque, bowls, breakfast, burgers, burritos, fried chicken, fries, macaroni and cheese, pasta, pizza, salads, sandwiches, seafood, soup, tacos, tots, wings, wraps desserts, children’s options, beverages, and sides brought to customers by delivery or pick up. The delivery kitchen concept includes technical information and expertise relating to the preparation and serving of food products; the use of recipes, formulas, spices, and other food and beverage products, all of which constitute trade secrets and are identified by the public with ClusterTruck®; prescribed exterior and interior design, decor, fixtures, and

furnishings; standards and specifications for products and supplies; service standards; uniform standards, specifications, and procedures for operations; training and assistance; and advertising and promotional programs (collectively "Systems"); all of which may be changed, improved, and further developed by the Company.

- b) A business operated under the Systems, the Company's trademarks, and the Company's trade dress, whether operated by the Company or its affiliates or other persons authorized by the Company, will be referred to in this Agreement as a "Kitchen." A Kitchen operated by Area Developer or another franchisee will be referred to in this Agreement as a "Franchise Business."

2) **Definitions.**

- a) The term "Brand Standards Manual" shall mean all manuals or other written materials relating to the Systems or containing the Company's specifications.
- b) The term "Competing Business" shall mean any business that is the same or similar to a ClusterTruck® Kitchen, including any delivery or ghost kitchen or restaurant concept offering for delivery or pick-up any of the Company's designated or approved products or services, or other products and services that may be offered by ClusterTruck® Kitchens now or in the future.
- c) The term "Confidential Information" shall include, but shall not be limited to, all information, data, and facts constituting or relating to:
 - i) i) The Brand Standards Manuals and all information, guidance, and instructions contained therein, training methods and materials, written directives, menus, recipes, food and beverage preparation techniques and other techniques, processes, policies, procedures, systems and all specifications and data related to the operation of a Kitchen under the Franchise Systems;
 - ii) Any knowledge and experience relating to ClusterTruck® Kitchens;
 - iii) Advertising, marketing techniques and strategies, and advertising programs used in developing and operating ClusterTruck® Kitchens;
 - iv) iv) All information regarding the identities and business transactions of customers, suppliers, and vendors, including but not limited to customer information, sources of supplies, inventory, and equipment, pricing paradigms for sources of supply and all information pertaining to the same;
 - v) v) Computer software and similar technology and systems that have been or may be developed by or for the Company, the Company's affiliates, or the Company's agents, which is proprietary to the Company, including digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;
 - vi) Financial information, including but not limited to knowledge of the operating results and financial performance of ClusterTruck® Kitchens;
 - vii) New ventures, projections, analyses, pending projects and proposals, and product research and development information;
 - viii) Other aspects of the Systems now or later revealed to the Area Developer Parties and all changes and enhancements in the Systems, even if developed by any Area Developer Party; and
 - ix) Other property that the Company describes as being Confidential Information or Trade Secrets of the Systems.

- d) The term “Development Territory” shall mean the territory described in Paragraph 2 of Appendix A of the Area Development Agreement where Franchisor has granted to Area Developer the right, during the term of the Area Development Agreement, to develop a certain number of Franchise Businesses.
- e) The term “Family Members” shall mean all individuals with any of the following relationships with an Area Developer Party or any of their respective shareholders, officers, directors, partners, members, owners, investors, and affiliates: (i) spouse; (ii) children; (iii) grandchildren; (iv) stepchildren; (v) parents; (vi) siblings; (vii) spouse’s parents; and (viii) spouse’s siblings.
- f) The term “Geographic Areas” shall mean: (i) the Franchise Location; (ii) the area within twenty-five (25) miles of the Franchise Location; and (iii) the areas within twenty-five (25) miles of any other ClusterTruck® Kitchen existing or in development at the time you begin to operate the Competing Business.
- g) The term “Trade Secret” shall mean information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, compilations, recipes, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in the Franchise Businesses that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

3) **Confidentiality and Nondisclosure.**

- a) The Area Developer Parties, and their Family Members, shareholders, officers, directors, partners, members, managers, owners, investors, employees, and agents, shall not at any time, during the term of the Area Development Agreement, or after the termination, expiration, or any other end of the Area Development Agreement, communicate, disclose, or use any Confidential Information or Trade Secrets (collectively, “Information”) for their own benefit, or the benefit of any third party, nor will the Area Developer Parties directly or indirectly aid any third party to imitate, duplicate, or “reverse engineer” any of the Information. The Area Developer Parties agree to use and permit the use of Information solely in connection with the operation of the Franchise Businesses. The Area Developer Parties shall not, without the Company’s prior written consent, copy, duplicate, record, or otherwise reproduce any Information. The Area Developer Parties hereby indemnify the Company and its directors, officers, employees, agents, members, successors and assigns, affiliates and subsidiaries, and the respective directors, officers, employees, agents, shareholders, managers, members, affiliates, and successors and assigns of each, from any damages, costs, or expenses resulting from or related to any disclosure or use of Information by the Area Developer Parties or their respective Family Members, shareholders, officers, directors, partners, members, managers, owners, investors, employees, and agents. The Area Developer Parties agree never to copy, duplicate, record or otherwise reproduce any of the Information, in whole or part, share it with any other third-party individual or entity (except as provided herein), store it in a computer or other electronic format, or otherwise make it available to any third party by any other

means whatsoever. The Area Developer Parties shall retain all Information in strict confidence and not use the Information except as otherwise provided herein. The Area Developer Parties agree not to claim any right or interest in or to disclose Information to others.

- b) During the term of the Area Development Agreement between Area Developer and the Company or in the event the Area Development Agreement terminates, expires without renewal, or ends for any other reason, the Area Developer Parties, and Family Members, shareholders, officers, directors, partners, members, managers, owners, investors, employees, and agents must not use any of the Information to own, operate, or develop any Competing Business.
- c) The Area Developer Parties acknowledge the Company's exclusive ownership of the Information and the System and the Company's exclusive ownership of the Company's trademarks. No Area Developer Party shall, directly or indirectly, contest or impair the Company's exclusive ownership of, and/or license with respect to, the Information, the System, or the Company's trademarks.
- d) In the event that the Area Development Agreement between Area Developer and the Company terminates, expires without renewal, or ends for any other reason, or upon the Company's reasonable request, the Area Developer Parties shall return to the Company all Information, and shall not retain any copies in whatever form, including without limitation electronically stored information, or other reproductions, or extracts thereof, provided or prepared by the Company or the Area Developer Parties or any of their respective officers, members, managers, shareholders, directors, agents, employees, representatives, or consultants. The Area Developer Parties shall provide a certificate to the Company, in a form satisfactory to the Company, that all of the foregoing have in fact been returned and/or destroyed.

4) **Non-competition.**

- a) The Area Developer Parties acknowledge that the Information disclosed to the Area Developer Parties and all other aspects of the Company's System are highly valuable assets of the Company, and the Area Developer Parties agree that the Area Developer Parties and their shareholders, officers, directors, partners, members, managers, owners, investors, Family Members and affiliates must not, during the term of the Area Development Agreement, engage in any activity in competition with the Company or its franchisees and licensees, including involvement, whether as an owner (except ownership of no more than one percent (1%) of a publicly traded entity), director, officer, member, manager, employee, consultant, lender, representative or agent, or in any other capacity, or otherwise in any business that is involved, in whole or in part, in a Competing Business (except other Kitchens operated under franchise agreements entered into with the Company), or in any business or entity that franchises, licenses, or otherwise grants to others the right to operate a Competing Business, unless you have received the Company's prior written approval.
- b) In the event that the Area Development Agreement between Area Developer and the Company terminates, expires without renewal, or ends for any other reason, the Area Developer Parties and their shareholders, officers, directors, members, managers, partners, owners, investors, Family Members, and affiliates, must not, for a period of two (2) years commencing on the later of the effective date of termination, expiration, non-

renewal, or any other end of the Area Development Agreement, directly or indirectly, engage in any activity in competition with the Company or its franchisees and licensees, including involvement, whether as an owner (except ownership of no more than one percent (1%) of a publicly traded entity), partner, director, officer, member, manager, employee, consultant, lender, representative, or agent, or in any other capacity in any business that is involved, in whole or in part, in a Competing Business or in any business or entity that franchises, licenses, or otherwise grants to others the right to operate a Competing Business; provided that, the restrictions in this Section will only apply within the Geographic Areas.

- c) The Area Developer Parties and their shareholders, officers, directors, members, managers, partners, owners, and investors, Family Members, and affiliates, must not, during the term of the Area Development Agreement and for a period of two (2) years after termination, expiration, non-renewal, or any other end of the Area Development Agreement, for any reason whatsoever, directly or indirectly: (a) divert or attempt to divert any business or customer of any Franchise Business or any other Kitchen to any Competing Business by direct or indirect inducements or otherwise; (b) sponsor, appoint, or encourage or influence or promote friends, relatives, or associates to operate a Competing Business; or (c) employ any person or furnish or permit access to the Information to any person who is engaged or has arranged to become engaged in any activity in competition with ClusterTruck® Kitchens, including involvement, either as an owner (except no more than one percent (1%) of the publicly traded securities of an entity), partner, director, officer, member, manager, employee, consultant, lender, representative, or agent, or in any other capacity, of any business that is involved, in whole or in part, in a Competing Business or in any business or entity that franchises, licenses, or otherwise grants to others the right to operate a Competing Business.
 - d) The Area Developer Parties acknowledge and agree that if any of the Area Developer Parties should violate the provisions of this Section 4 with respect to the operation of a Competing Business following expiration, termination, or any other end of the Area Development Agreement, then the period for which the prohibition stated therein shall be extended until two (2) years following the date such Area Developer Parties ceases all activities that are in violation of this Section 4.
- 5) **Effect of Agreement.** The Company's sole obligation under this Agreement is to provide and/or permit access to the Information to the Area Developer Parties at the outset of the parties' business relationship so that the Area Developer Parties may open and operate the Franchise Businesses. The Company shall have no further obligations under this Agreement once the Company has provided permitted access to the Information to the Area Developer Parties. Nothing in this Agreement shall be construed to create any additional or continuing obligation of the Company after the Company initially provides the Confidential Information to the Area Developer Parties. The Area Developer Parties' obligations under this Agreement shall continue in effect after termination, expiration, or any other end of the Area Development Agreement, regardless of the reason or reasons, whether such was voluntary or involuntary, and the Company is entitled to communicate the Area Developer Parties' obligations under this Agreement to any third party to the extent deemed necessary by the Company for protection of its rights.
- 6) **Reasonableness of Restrictions.** The Area Developer Parties have carefully considered the nature and extent of the restrictions upon the Area Developer Parties set forth in this Agreement (including without limitation, the covenants not to compete, confidentiality

restrictions, and the restrictions on assignment) and the rights and remedies conferred upon all of the parties under this Agreement. Such restrictions, rights, and remedies: (a) are reasonable, including, but not limited to, their term and geographic scope; (b) are designed to preclude competition which would be unfair to the Company and the Franchise System; (c) are fully required to protect the Company's legitimate business interests; and (d) do not confer benefits upon the Company that are disproportionate to the Area Developer Parties' detriment. The covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on the Area Developer Parties, since the Area Developer Parties have other considerable skills, experience, and education which afford the Area Developer Parties the opportunity to derive income from other endeavors. The Area Developer Parties acknowledge that each of the terms set forth herein, including the restrictive covenants, are fair and reasonable and are reasonably required for the protection of the Company, the Company's Information, the Company's business system, its network of franchises, the Company's Goodwill, and the Company's trade and service marks, and the Area Developer Parties waive any right to challenge these restrictions as being overly broad, unreasonable, or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then the Area Developer Parties agree to submit to the reduction of any such activity, time period, or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

- 7) **Relief for Breaches of Confidentiality and Non-Competition.** The Area Developer Parties acknowledge that it will be difficult to measure the damages to the Company from any breach of an Area Developer Party of the covenants and restrictions set forth herein, that the injury to the Company from any such breach would be incalculable and irremediable and the damages are not an alternative or an adequate remedy. The Area Developer Parties therefore agree that in the event any Area Developer Party breaches or attempts to breach any of the terms of this Agreement, the Company shall be entitled as a matter of right to obtain from any court of competent jurisdiction an injunction (i) prohibiting the breaching party from any further breaches of this Agreement; (ii) rescinding any action taken by the breaching party contrary to the terms of this Agreement; and (iii) authorizing the Company to recover from the breaching party any and all salaries, fees, commissions, income, profits or other remuneration or gain which the breaching party may have received or to which it may have become entitled to receive from or by reason of the conducting of any activity in violation of the terms, conditions or covenants of this Agreement. The issuance of such an injunction will not prevent the Company from obtaining such other relief as is appropriate under the circumstances, such as the award of other monetary damages.
- 8) **Independent Contractor and Joint Employer Disclaimer.** The Area Developer Parties understand and agree that nothing in this Agreement may be construed to create a partnership, joint venture, agency or employment relationship of any kind between the Company or any of the Area Developer Parties. No party shall represent that the relationship between the Company and the Area Developer Parties is other than that of franchisor and area developer. The Company does not assume any liability, and shall not be considered liable, for any agreements, representations, or warranties made by the Area Developer Parties unless expressly authorized under this Agreement. The Company will not be obligated for any damages to any person or property that directly or indirectly arises from or is related to the operation of the Franchise Businesses by the Area Developer Parties. The Area Developer Parties acknowledge and agree, and will never contend otherwise, that the Area Developer

Parties alone will exercise day-to-day control over all operations, activities, and elements of the Franchise Businesses and that under no circumstance will the Company do so or be deemed to do so. The Area Developer Parties further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, and covenants the Area Developer Parties are required to comply with under this Agreement do not directly or indirectly constitute, suggest, infer or imply that the Company controls any aspect or element of the day-to-day operations of the Franchise Businesses. None of Area Developer Parties' employees nor the Area Developer Parties will be considered employees of the Company. Neither the Area Developer Parties nor any of Area Developer Parties' employees whose compensation Area Developer may pay in any way, directly or indirectly, expressly or by implication, will be construed to be an employee of the Company for any purpose, including, without limitation, with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any local, state or federal governmental agency.

- 9) **Notice Pursuant to Defend Trade Secrets Act of 2016.** Pursuant to the Federal Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833, et seq.), Franchisee Parties who are individuals (not business entities) shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that i) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to any attorney, and solely for the purpose of reporting or investigating a suspected violation of law, or ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

10) **Miscellaneous.**

- a) The parties agree that this Agreement shall become non-executory after the Company's disclosure of the Information.
- b) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between the parties. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties.
- c) Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1050 et. seq), as amended, this Agreement shall be governed by the laws of the state of Michigan. The parties agree, however, that if the Franchise Business is not located in Michigan, and if no Area Developer Party a resident of Michigan, the provisions of the Michigan Franchise Investment Law and the regulations promulgated thereunder shall not apply to this Agreement.
- d) Any action brought by any party to this Agreement shall only be brought in the appropriate state or federal court located in or serving the county in which the Company's principal place of business is located at the time the litigation is commenced. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by the Company where any Area Developer Party is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments in any appropriate jurisdiction.

- e) If the Company is required to enforce this Agreement in any judicial or arbitration proceeding or any appeals, each Area Developer Party, jointly and severally, must reimburse the Company for its enforcement costs. Enforcement costs include actual accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Agreement.
- f) This Agreement shall be effective as of the date this Agreement is executed and shall be binding upon the successors and assigns of the parties and shall inure to the benefit of the parties and their respective successors and assigns. Area Developer Parties may not assign this Agreement without the prior written consent of the Company. The Company may assign this Agreement without the prior consent of the Area Developer Parties.
- g) The failure to insist upon performance in any one (1) or more instances upon non-performance of any terms, covenants, and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant, or condition of this Agreement, and the obligations of each party with respect thereto shall continue in full force and effect.
- h) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.
- i) The existence of any claim or cause of action an Area Developer Party might have against the Company will not constitute a defense to the enforcement by the Company of this Agreement.
- j) In the event any Section or portion of any Section in this Agreement shall be determined to be invalid or unenforceable for any reason(s), such invalidity or unenforceability shall not affect the validity and enforceability of the remaining valid and enforceable Sections hereof, which shall be construed as if such invalid or unenforceable Section or Sections had not been inserted.
- k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon the parties pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party to this Agreement of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.
- l) This Agreement may be executed in any number of counterparts each of which when so executed shall be an original, but all of which together shall constitute one (1) and the same instrument. This Agreement may be executed on signature pages exchanged by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Copies of executed counterparts transmitted by such electronic transmission service shall be considered original executed counterparts for purposes of this Agreement.

THE AREA DEVELOPER PARTIES CERTIFY THAT THEY HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND AND ACCEPT THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ANY AREA DEVELOPER PARTY TO INDUCE THE SIGNING OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

AREA DEVELOPER:

COMPANY:

AREA DEVELOPER

CLUSTERTRUCK FRANCHISING, LLC

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

OWNER:

Principal Owner 1

Dated: _____

EXHIBIT L

SOFTWARE LICENSE AGREEMENT

SOFTWARE LICENSE AGREEMENT

Commented [HM1]: Rhonda can you add page numbers to this?

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made and entered into by and between ClusterTruck Franchising, LLC ("Licensor") and _____ ("Licensee") as of the later date signed below (the "Effective Date"). Licensee shall include any Licensee Affiliates that exist now and shall exist in the future. From time to time in this Agreement, Licensee and Licensor shall be referred to collectively as, the "Parties" and each individually as, a "Party."

WITNESSETH:

WHEREAS, ClusterTruck Holdings, LLC, owns certain restaurant management and point-of-sale (POS) system software and has licensed to Licensor the right to sublicense the software to franchisees of the ClusterTruck® franchise system;

WHEREAS, the Licensee has entered into a franchise agreement (the "Franchise Agreement") with Licensor for the operation of a ClusterTruck® Kitchen franchise (the "Franchise Business") located at _____ (the "Location"); and

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, Licensor desires to grant, and the Licensee desires to obtain, a sub-license to the Franchise Software (as herein defined) in connection with the Licensee's operation of the Franchise Business.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. Definitions. Except for terms otherwise defined in the text of this Agreement, the following terms shall have the following meanings:

- a) "Account" means a customer portal through which Licensee will have access to the Franchise Software via the internet.
- b) "Affiliate" means any person (including an individual, sole proprietorship, partnership, corporation, limited liability company, or other entity) that, directly or indirectly, controls, is controlled by, or is under common control with the Party or any of its shareholders, officers, directors, partners, owners, or investors.
- c) "Authorized User" means an employee or contractor of Licensee who Licensee permits to access and use the Franchise Software and/or Documentation pursuant to Licensee's license hereunder.
- d) "Claim" means, collectively, any and all claims, actions, demands, lawsuits or proceedings of any kind brought by an unaffiliated third party.
- e) "Confidential Information" means any nonpublic information (written, oral or electronic) disclosed by one Party to the other Party and shall be deemed to include the following information of the respective Parties, without limitation: (i) the terms and conditions of this Agreement; (ii) customer lists, the names of customer contacts, business plans, technical data, product ideas, personnel, contracts and financial information; (iii) non-published patent applications, trade secrets, techniques, processes, know-how, business methodologies, schematics, employee suggestions, development tools and processes, computer printouts, computer programs, design drawings and manuals, and improvements; (iv) information about costs,

profits, markets and sales; (v) plans for future development and new product concepts; (vi) all documents, books, papers, drawings, models sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be disclosed, as well as written or oral instructions or comments; or (vii) any data or information stored in the Franchise Software.

- f) **"Documentation"** means Licensor's user manuals, handbooks, and installation guides relating to the Franchise Software provided by Licensor to Licensee either electronically or in hard copy form, but specifically excludes any sales or marketing materials.
- g) **"End-User"** means any Person other than Licensee with whom Licensee (or its Affiliates) interact with using the Franchise Software, including any Person submitting data, information, files or other content through the Franchise Software.
- h) **"Franchise Software"** means certain core ordering and fulfillment software (which includes consumer ordering, kitchen production, and driver logistics), including any Updates provided to Licensee pursuant to this Agreement.
- i) **"Intellectual Property Rights"** means any and all common law or statutory: (i) patents, patent applications, and patent rights; (ii) rights associated with original works, authorship, moral rights, copyrights and their exclusive rights; (iii) rights related to the protection of trade secrets and Confidential Information; (iv) rights associated with designs, industrial designs and any other design; (v) rights analogous to those rights set forth above and all other industrial or intellectual property rights; and (vi) registrations, provisionals, continuations, continuations-in-part, renewals, reissues, reexaminations and extensions of the foregoing (as applicable) now existing or hereafter filed, issued or acquired.
- j) **"Licensor Content"** means all data, content, information, files, text, pictures, graphics and other materials collected, processed and/or retained by Licensee, as provided by Licensee's End-Users in connection with Licensee's use of the Franchise Software.
- k) **"Losses"** means, collectively, all damages, liabilities, settlements, fines, penalties, judgments, expenses and costs (including reasonable attorneys' fees) payable as a result of a Claim.
- l) **"Person"** means any individual, corporation, firm, association, partnership, limited liability company or other legal entity or other form of business organization and any governmental agency, body or authority.
- m) **"Privacy Policy"** means Licensor's parent company's privacy policy located at clustertruck.com, which is incorporated into this Agreement by this reference. If there is any conflict between the Privacy Policy and this Agreement, this Agreement shall control.
- n) **"Systems"** means Web-based, mobile, offline or other software, hardware, modems, servers, network and communications equipment and ancillary services that are provided by Licensee or a third-party that interoperates with the Franchise Software.
- o) **"Terms of Use Policy"** means Licensor's parent company's terms of use policy located at clustertruck.com, which is incorporated into this Agreement by this reference. If there is any conflict between the Terms of Use Policy and this Agreement, this Agreement shall control.
- p) **"Third-Party Products"** means, collectively, third-party products, applications, services, software, networks, systems, directories, websites, databases and information which the Franchise Software links to, or which Licensee may connect to or enable in conjunction with the Franchise Software, including, without limitation, any Third-Party Products which may be integrated directly into Licensee's Account by Licensee or at Licensee's direction.
- q) **"Updates"** means any new versions, updates, bug fixes, patches, or other error corrections to the Franchise Software that Licensor generally makes to the Franchise Software.

SECTION 2. Franchise Software.

- a) **License Grant.** Upon the mutual execution of this Agreement, and subject to the limitations set forth therein, during the Term, Licensor hereby grants Licensee a limited, revocable (in accordance with this Agreement), non-exclusive, non-sublicensable, non-transferable license to: (i) use the Franchise Software solely for Licensee's Business Purposes (as defined below) at the Location; (ii) use and make a reasonable number of copies of the Documentation solely for Licensee's Business Purposes in connection with Licensee's use of the Franchise Software; (iii) make derivative works of the Franchise Software for Licensee's Business Purposes; and (iv) publicly perform and display the Franchise Software for Licensee's Business Purposes.

- b) *Licensee's Business Purposes.* For purposes of this Agreement, "Licensee's Business Purposes" shall be limited to what is required and/or permitted of Licensee under the Franchise Agreement as it relates to the Franchise Software and Licensee's operation of the Franchise Business.
- c) *Restrictions.* Licensee shall not use the Franchise Software beyond the scope of the rights granted in this Agreement. In this regard, unless permitted elsewhere in this Agreement, "Licensee's Business Purposes" shall not include the sale, transfer, license, or lease of the Franchise Software, or the use of the Franchise Software on a service bureau or timeshare basis with persons other than the Licensee. Licensee shall be responsible for Authorized Users' compliance with this Agreement and will be solely liable for such Authorized Users' access to the Franchise Software and any misuse of the Franchise Software by any of Licensee's workforce personnel. Licensee shall not directly or indirectly alter, modify, adapt, translate, copy, distribute, reverse engineer, decompile, disassemble, or create any derivative works of the Franchise Software not otherwise permitted by this Agreement. Licensee shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in the Franchise Software.

SECTION 3. Hardware.

The Licensee acknowledges and agrees that specific computer and POS hardware equipment ("Hardware") is required to be purchased from a third party and installed by the Licensee in order to use the Franchise Software. Access to the Franchise Software will not be available to Licensee until all Hardware is installed and operational.

SECTION 4. Licensee's Obligations.

- a) Licensee will provide commercially reasonable cooperation with Licensor and/or its Affiliates to assist the same in provision of the Franchise Software, if applicable. Licensee shall be responsible for obtaining and operating all personnel required to use the Franchise Software, including, but not limited to, delivery drivers.
- b) Licensor shall authorize access to the Licensee to the Franchise Software and Licensee shall assign unique passwords and usernames to Authorized Users.
- c) Licensee is responsible for all activities that occur under Licensee's Account and shall use commercially reasonable efforts to maintain the security and confidentiality of all usernames and passwords and to prevent unauthorized access to or use of the Franchise Software. Licensee shall immediately notify Licensor in the event Licensee knows or should have known after a reasonable inquiry, of any unauthorized access or use of the Franchise Software and any loss or theft or unauthorized use by any of the Authorized Users.
- d) Licensee shall comply with the specifications and standards set forth in the Documentation and by Licensor, as well as all applicable local, state, federal, and foreign laws, treaties, regulations, and industry standards, applicable to Licensee's use of the Franchise Software, including without limitation those related to privacy, data security, electronic communications, and anti-spam legislation.
- e) Licensee may not use any automated means, including agents, robots, scripts or spiders, to access or manage the Franchise Software, except solely to the extent as may be specifically enabled and authorized by Licensor in writing. Licensor may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement and reserves the right to delete an Account or suspend Licensee's access to the Franchise Software if Licensee violates this subsection (e).

SECTION 5. Third Party Applications and Use of Systems.

- a) Licensee acknowledges and agrees that Licensor is not responsible for Third-Party Applications and that Licensor makes no representations or warranties regarding Third Party Applications. Third Party Applications may be modified, suspended or terminated at any time. Licensor does not endorse and is not responsible or liable for any content, advertising, products, services or other materials on or available from

any Third-Party Application. Licensor will not be responsible or liable, directly or indirectly, for any losses caused by or in connection with the use of or reliance on any Third-Party Applications by Licensee. Licensee's access and use of such Third-Party Applications are governed solely by the terms and conditions of such Third-Party Applications. Licensee irrevocably waives any claim against Licensor with respect to Third-Party Applications.

- b) If Licensee receives notice, including from Licensor, that a Third-Party Application may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Documentation, Licensee will promptly do so. If Licensee does not take required action, or if in Licensor's judgment continued violation is likely to recur, Licensor may disable the applicable Franchise Software and/or Third-Party Application. If requested by Licensor, Licensee shall confirm deletion and discontinuance of use of such Third-Party Application in writing and Licensor shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable.

SECTION 6. Fees.

During the Term of this Agreement, and except as otherwise expressly provided herein, any fees incurred by Licensor as a result of the provision of the Franchise Software to Licensee hereunder shall be paid for by Licensor through the Technology Fee paid pursuant to the Franchise Agreement. Such fees may include, but are not limited to: (i) fees for the Software (the "Licensing Fees"); and (ii) fees for implementation of the Software (the "Implementation Fees").

SECTION 7. Intellectual Property.

- a) *Proprietary Rights.* Licensee acknowledges and agrees that Licensor retains sole and exclusive ownership of all right, title, and interest in and to: (i) any deliverables created in connection with this Agreement; (ii) Confidential Information of Licensor; (iii) the Franchise Software, including any Updates, modification, improvement, enhancement, or configuration made to the Software, regardless of who creates, suggests, and/or contributes to any such Updates, modification, improvement, enhancement, or configuration; and (iv) all Licensor Content.
- b) *Licensor Content.* Licensee acknowledges and agrees that in connection with this Agreement, Licensor shall own all title and rights in and to the Licensor Content. Notwithstanding the foregoing, when Licensee or its Authorized Users upload, submit, or store Licensor Content in connection with this Agreement, Licensor grants Licensee and its designees a non-exclusive worldwide, royalty-free license to use, copy, host, transmit, store, reproduce, modify, display, distribute, and create derivative works from the Licensor Content for the sole purpose of performing its obligations under this Agreement and the Franchise Agreement. Licensor shall not be responsible for any electronic communications and/or Licensor Content which are delayed, lost, altered, intercepted or stored during the transmission of any data by means of third-party networks. Licensee acknowledges that Licensor Content and information regarding Licensee's Account will be processed by Licensor and stored and processed using online hosting services selected by Licensor.
- c) *Feedback.* Licensor encourages Licensee to provide suggestions, proposals, ideas, recommendations or other feedback regarding improvements to Licensor's services and related resources. Licensor shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the Franchise Software or any new programs, upgrades, modifications or enhancements developed by Licensor in connection with rendering the Franchise Software to Licensee, even when refinements and improvements result from Licensee's feedback or request. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Licensor by virtue of the Agreement or otherwise, Licensee grants to Licensor a royalty-free, fully paid, sub-licensable, transferable, non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import and otherwise exploit feedback (including by incorporation of such feedback into the Franchise Software) without restriction.

- d) *Changes in Functionality.* Licensee acknowledges that Licensor may improve or modify the Franchise Software and its features in any manner at any time during the Term in its sole discretion; provided, however, Licensor will use commercially reasonable efforts to ensure that such improvements or modifications will not materially reduce the overall functionality of the Franchise Software for Licensee.

SECTION 8. Representations and Warranties.

a) Licensor Warranties.

- i) Licensor represents, warrants and covenants that: (a) it has the full corporate right, power and authority to enter into the Agreement; and (b) the execution of the Agreement by and the performance of its obligations and duties hereunder do not and will not violate any agreement to which it is a Party or by which it is bound. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSOR HEREBY DISCLAIMS (FOR ITSELF, ITS AFFILIATES AND SUBCONTRACTORS) ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE FRANCHISE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR DOES NOT WARRANT THAT THE FRANCHISE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THEIR OPERATIONS WILL BE UNINTERRUPTED OR ERROR-FREE. LICENSEE ACKNOWLEDGES AND AGREES THAT ALL LICENSOR FRANCHISE SOFTWARE AND TECHNOLOGY ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. THE WARRANTIES EXPRESSLY STATED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY LICENSOR. LICENSEE ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE FRANCHISE SOFTWARE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR LICENSEE'S PURPOSES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, WHICH MEANS THAT SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE. IN THESE JURISDICTIONS, LICENSOR'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.
- ii) NOTWITHSTANDING ANYTHING TO THE CONTRARY, LICENSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY THIRD-PARTY APPLICATIONS AND SYSTEMS.

b) Licensee Warranties.

- i) Licensee represents, warrants and covenants that: it has the full corporate right, power and authority to enter into the Agreement; (b) the execution of the Agreement by and the performance of its obligations and duties hereunder do not and will not violate any agreement to which it is a Party or by which it is bound; and (c) Licensee will not collect any Licensor Content through the Franchise Software without first (x) receiving any necessary or required consent and authorization; or (y) having another appropriate legal basis for processing, in accordance with applicable laws.
- ii) LICENSEE REPRESENTS AND WARRANTS THAT IT WILL NOT USE THE FRANCHISE SOFTWARE OR EXPORT OR RE-EXPORT TO ANY DESTINATION SUBJECT TO U.S. EMBARGOES OR TRADE SANCTIONS UNLESS FORMALLY AUTHORIZED BY THE U.S. GOVERNMENT. LICENSEE ACCEPTS ALL RESPONSIBILITY FOR COMPLYING WITH EXPORT RESTRICTIONS RELATING TO U.S. EMBARGOES AND TRADE SANCTIONS.

Section 9. Licensee Indemnification. Licensee shall indemnify, defend and hold harmless Licensor and its Affiliates and each of their respective officers, directors, members, managers, employees, contractors, agents, licensors, authorized agents, successors and assigns at Licensee's own expense, from and against any Claims and/or Losses arising from or related to:

- a) Licensee's violation of any federal, state or local law or regulation relating to Licensee's use of the Franchise Software or the Licensor's Content, including, without limitation, privacy and data security laws;

- b) Any Claim brought by an End-User against Licensee arising from or related to Licensee's use of the Franchise Software; and/or
- c) Any Claim that that the Licensor Content or other information supplied by Licensee, any of its End- Users, any person who submitted Licensor Content to Licensee or a third party on behalf of Licensee in connection with the use of the Franchise Software infringes Intellectual Property Rights or other rights of a third-party or has caused harm to a third-party.

SECTION 10. Limitation of Liability.

IN NO EVENT WILL LICENSOR BE LIABLE FOR: (I) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR (II) LOSS OF USE, DATA, BUSINESS, REVENUES OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE. THIS SECTION 10 SHALL NOT APPLY TO ANY CLAIM WHERE THE PARTY ACTS OR FAILS TO ACT INTENTIONALLY AND WITH MALICE.

SECTION 11. Confidentiality.

- a) *Confidentiality Obligation.* Each Party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other Party to any third party, and further agrees not to use the Confidential Information of the other Party except and only to the extent necessary to perform their respective obligations under the Agreement. Each Party agrees to secure and protect the other Party's Confidential Information in a manner consistent with the maintenance of such Party's own confidential and proprietary rights in the information (and in any event reasonable measures) and to take appropriate action by instruction or agreement with its employees, consultants, Affiliates or other agents who are permitted access to the other Party's Confidential Information to satisfy its obligations under this Section.
- b) *Exclusions.* The obligation to treat information as Confidential Information shall not apply to information which: (a) is publicly available through no action of the receiving Party; (b) was rightfully in the receiving Party's possession on a non-confidential basis independent of its relationship with the disclosing Party prior to the first disclosure by the disclosing Party to the receiving Party as evidenced by the receiving Party's then-existing written records; or (c) has been or is developed by or become known to the receiving Party without access to any of the disclosing Party's Confidential Information and outside the scope of any agreement with disclosing Party with the receiving Party having the burden of proof to demonstrate independent creation.
- c) *Return of Confidential Information.* Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each Party will, upon the written request of the disclosing Party (which in the case of Licensee as the disclosing Party, Licensee shall make such request within 120 days after the termination effective date), either, to the extent reasonably feasible: (i) return all such Confidential Information of the disclosing party and all copies thereof in the receiving Party's possession or control to the disclosing Party; or (ii) destroy all Confidential Information and all copies thereof in the receiving Party's possession or control. If a Party determines it is not reasonably feasible to return or destroy the Confidential Information, such party shall ensure that any and all protections, requirements and restrictions contained in this Agreement shall be extended to such retained Confidential Information and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction infeasible. The receiving Party will, at the request of the disclosing Party, certify in writing that no copies have been retained by the receiving Party, its employees or agents.
- d) *Permissible Disclosure.* In case a Party must disclose the disclosing Party's Confidential Information to comply with applicable law or regulation or receives legal process that demands or requires disclosure of the disclosing Party's Confidential Information, such Party will give prompt notice to the disclosing Party, if legally permissible, to enable the disclosing Party to challenge such demand or disclosure. The receiving Party shall reasonably cooperate, at the disclosing Party's expense, with any attempt to procure a protective order or similar treatment. In the event such protection is not obtained, or the disclosing Party waives

compliance with the provisions of this Agreement, the receiving Party agrees to disclose only that portion of the Confidential Information which it is legally required to disclose.

SECTION 12. Term and Termination.

- a) *Term.* The term of this Agreement (the “Term”) shall commence upon the Effective Date and shall continue for ten (10) years, unless earlier terminated as provided herein. Notwithstanding the foregoing or anything in this Agreement to the contrary, this Agreement shall automatically and immediately terminate upon the expiration or earlier termination of the Franchise Agreement.
- b) *Licensee’s Non-Curable Defaults.* In addition to any other express termination right set forth in this Agreement, Licensor may terminate this Agreement, effective immediately upon written notice to Licensee, if Licensee:
 - i) commits a non-curable default under the Franchise Agreement or commits a curable default under the Franchise Agreement and fails to cure such default within the applicable cure period; or
 - ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; or
 - iii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject to any proceeding under any domestic or foreign bankruptcy or insolvency law; or
 - iv) makes or seeks to make a general assignment for the benefit of creditors; or
 - v) ceases to do business in the ordinary course; or
 - vi) applies for or has appointed a trustee, custodian, receiver, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or
 - vii) breaches the confidentiality provisions of this Agreement.
- c) *Licensee’s Curable Defaults.* Licensor may terminate this Agreement if Licensee fails to comply with any other provision of this Agreement, including without limitation failing to perform any of Licensee’s responsibilities set forth in Section 4 of this Agreement, and fails to cure said default within thirty (30) days of receiving Licensor’s written notice thereof.
- d) *Rights upon Termination.* Licensee acknowledges that in the event of a termination or expiration of this Agreement for any reason (including under Section 12(b)): (i) the rights granted by Licensor to Licensee will cease immediately; (ii) Licensor does not retain and shall not be responsible for any damage to or loss of information or data owned by Licensee; and (iii) Licensee shall immediately return any and all Licensor Content to Licensor.

SECTION 13. General.

- a) *Law, Jurisdiction, and Venue.* The Agreement shall be governed, construed and enforced according to the laws of the State of Indiana. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted in the federal courts of the United States in the Southern District of Indiana or the state courts of the State of Indiana, in each case located in the city of Indianapolis and County of Marion and each party agrees submits to the exclusive jurisdiction of such courts in any suit, action or proceeding.
- b) *Assignment.* This Agreement will bind and inure to the benefit of each Party’s permitted successors and assigns. Neither Party shall assign this Agreement (or any part thereof) without the advanced written consent of the other Party, except that either Party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such Party’s assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 13(b) is null and void *ab initio*.
- c) *Notices.* Any notice a Party desires to give the other Party hereunder shall be in writing. All notices shall be given by delivery to the Parties at their physical or email addresses set forth in the Franchise Agreement.

- d) *Independent Parties.* The Agreement is by and between independent parties. Nothing in the Agreement shall be construed or interpreted to give rise to an agency, partnership, franchise, employment, or joint venture.
- e) *Force Majeure.* Neither Party shall be liable in damages or have the right to terminate the Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, weather and other Acts of God, government restrictions, acts of terrorism, widespread Internet outage(s), wars, insurrections and/or any other cause beyond the control of the Party whose performance is affected, however, if the duration of the delay caused by such an event shall exceed fifteen (15) days, the Party who was to benefit from the performance of such act shall have the right to terminate the Agreement by giving written notice, according to the Agreement.
- f) *Attorneys' Fees and Costs.* The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.
- g) *Entire Agreement.* The Agreement (and any agreement incorporated herein by the Parties by express reference, including but not limited to the Franchise Agreement) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, understandings or agreements with respect to such subject matter, whether express or implied, written or oral. The Parties agree that any term of condition stated in a purchase order or in any other invoice or order documentation issued by Licensee is void.
- h) *General.* The Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. The Agreement may not be modified except by written agreement signed duly authorized representatives of both Parties. The Agreement shall not be construed against any Party by reason of its preparation. If one or more of the provisions contained in the Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected. In this event, the Parties may replace the unenforceable provision with a mutually agreeable enforceable provision that preserves the original intent and position of the Parties. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement. Any other provisions that survive by their nature shall survive the expiration or termination of the Agreement for any reason. No term or provision of the Agreement shall be deemed waived and no breach or default shall be deemed excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

IN WITNESS WHEREOF, Licensee and Licensor have caused duly authorized representatives of the respective Parties to execute this Agreement on the date(s) set forth below.

“LICENSOR”

ClusterTruck Franchising, LLC

By: _____

Printed: _____

Title: _____

Date: _____

“LICENSEE”

[insert legal name of Licensee]

By: _____

Printed: _____

Title: _____

Date: _____

EXHIBIT M

STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

<u>State</u>	<u>Effective Date or Status</u>
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

EXHIBIT N

RECEIPTS

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 CLUSTERTRUCK FRANCHISING, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, CLUSTERTRUCK FRANCHISING, LLC or an affiliate in connection with the proposed franchise sale. **Iowa, New York, and Rhode Island** require that CLUSTERTRUCK FRANCHISING, LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days you sign a binding agreement or pay any consideration that relates to the franchise relationship. **Michigan and Oregon** require that CLUSTERTRUCK FRANCHISING, LLC gives you this disclosure document at least 10 business days before you sign a binding agreement or pay any consideration, whichever occurs first.

If CLUSTERTRUCK FRANCHISING, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C, 20580 and the applicable state agency.

The name, principal business address and telephone number of each franchise seller offering the franchise:

Janet Monroe 729 N. Pennsylvania Indianapolis, Indiana 46204 317-523-4025		
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I received a Franchise Disclosure Document dated April 30, 2025, which included the following Exhibits:

	State Cover Page Notice under Michigan Franchise Inv. Law	G	List of ClusterTruck® Franchised Kitchens
A	List of State Administrators and List of Agents for Service of Process	H	List of Franchisees that Left the System
B	Franchise Agreement	I	Financial Statements
C	Renewal Addendum	J	State Specific Disclosures and Addenda
D1	Transfer Addendum	K	Area Developer Agreement
D2	Franchise Termination and Release Agreement	L	Software License Agreement
E	Table of Contents of Operations Manual	M	State Effective Dates
F	Confidentiality/Non-Competition Agreement	N	Receipts (2 Copies)

This Receipt may be executed on signature pages exchanged by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. Copies of executed counterparts transmitted by such electronic transmission service shall be considered original executed counterparts for purposes of this Receipt.

Please complete any applicable franchise seller information above and then sign and date this Receipt and mail it or email it to Janet Monroe at 729 N. Pennsylvania, Indianapolis, Indiana 46204; email address: franchise@clustertruck.com.

Dated: _____

[sign]

[print name]

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 CLUSTERTRUCK FRANCHISING, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, CLUSTERTRUCK FRANCHISING, LLC or an affiliate in connection with the proposed franchise sale. **Iowa, New York, and Rhode Island** require that CLUSTERTRUCK FRANCHISING, LLC gives you this disclosure document at the earlier of the first personal meeting or 10 business days you sign a binding agreement or pay any consideration that relates to the franchise relationship. **Michigan and Oregon** require that CLUSTERTRUCK FRANCHISING, LLC gives you this disclosure document at least 10 business days before you sign a binding agreement or pay any consideration, whichever occurs first.

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Dated: _____

[sign]

[print name]