DIRTY DOUGH® COOKIES

FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE DISCLOSURE DOCUMENT

Dirty Dough Corporate Franchising LLC
a Utah limited liability company
2332 West 500 North, Suite N
Springville, Utah 84663
www.dirtydoughcookies.com
franchising@dirtydoughcookies.com
801-420-0215

This franchise is for investors (you) to buy into individual Dirty Dough® Cookies franchises managed and operated by an affiliate of the franchisor. A Dirty Dough® Cookies franchise is a retail cookie and dessert business. Our affiliate will sell investors 49% of individual Dirty Dough® Cookies franchises (owned through an LLC) and retain 51%. An investor's total investment for 49% of the franchisee entity LLC is $210,000 cash or $145,000 in cash, plus the obligation to sign for and guaranty the lease agreement to lease up to $65,000 in restaurant equipment. In order to qualify as an investor, you must be an accredited investor.

For the franchisee entity LLC, the initial investment necessary to begin operation of a Dirty Dough® Cookies franchised business ranges from $131,250 to $306,500. This includes the $8,000 to $13,000 that must be paid to the franchisor or its affiliates.

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 to you. To discuss the availability of disclosures in different formats, contact Bennett Maxwell at Bennett@dirtydoughcookies.com and 801-420-0215.

The terms of your contract will govern your franchise relationship. Don't rely on this disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this document to an advisor, like an attorney 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 be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: March 10, 2022

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit "D."
How much will I need to invest?	Items 5 and 6 list fees that 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 "C" 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 Dirty Dough® Cookies 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 Dirty Dough® Cookies franchisee?	Item 20 or Exhibit "D" lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Salt Lake City, Utah. 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 Salt Lake City, Utah 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.

TABLE OF CONTENTS

FRANCHISE DISCLOSURE DOCUMENT

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

The Franchisor

The name of the franchisor is Dirty Dough Corporate Franchising LLC. In this disclosure document Dirty Dough Corporate Franchising LLC is referred to as "we" or "us" or "our" or "Dirty Dough Cookies"; "franchisee" or "franchisee entity" means the entity that receives a license from us to operate a Dirty Dough® franchise; and "you" or "yours" means the investors that invest in the franchisee entity.

Our limited liability company was organized on January 24, 2022, in the state of Utah under the name Dirty Dough Corporate Franchising LLC. Our principal place of business is 2332 West 500 North, Suite N, Springville, Utah 84663. Our agents for service of process in various states are disclosed in Exhibit "E."

Franchisor's Business Activities

We do not operate a business similar to the one the franchisee entity will operate. We do not do business under any name other than Dirty Dough Franchising LLC or Dirty Dough® Cookies. As of the date of this disclosure document, we have not offered for sale or sold franchises in any other line of business. We began offering and selling franchises under the Dirty Dough Cookies brand in March 2022.

Parent, Affiliate, and/or Predecessor Business Activities Involving Dirty Dough® Cookies

Our affiliate Dirty Dough Corporate Franchising Management LLC was organized on January 21, 2022, in the state of Utah. Its principal place of business is 2332 West 500 North, Suite N, Springville, Utah 84663. Dirty Dough Corporate Franchising Management LLC will own 51% of each franchisee entity and manage the store operations and the backend of the franchisee entity.

Our affiliate Dirty Dough Franchising LLC was organized on September 10, 2021, in the state of Utah. Its principal place of business is 155 East 460 North, Vineyard, Utah 84059. Dirty Dough Franchising LLC offers Dirty Dough® Cookies franchises but not under the joint ownership model offered under this disclosure document. To date, it has sold 10 franchises.

Our affiliate Dirty Dough Production LLC was formed on September 10, 2021, in the state of Utah. Its principal place of business is 155 East 460 North, Vineyard, Utah 84059. Dirty Dough Production LLC provides cookie dough to our franchisees and may provide additional other branded products and services to franchisees.

We have no other affiliate to be disclosed at this time.

Franchise Offered

This franchise is for investors (you) to buy into individual Dirty Dough® Cookies franchises managed and operated by an affiliate of the franchisor. A Dirty Dough® Cookies franchise is a retail cookie and dessert business. Our affiliate will sell you 49% of an individual Dirty Dough® Cookies franchise (owned through an LLC) and retain 51%. In order to qualify as an investor, you must be an accredited investor.

Our affiliate will be the sole manager of the franchisee entity with broad management and voting rights. Except as required by law, you will not have any voting rights, and your investment is wholly passive with respect to management and control of the franchisee entity.

Your total cash investment for 49% of the franchisee entity LLC is up to $210,000. This can be paid either $210,000 in cash or $145,000 in cash, plus the obligation to sign for and guaranty a lease agreement to lease up to $65,000 in restaurant equipment to be used at the store. The lease payments will be made by the franchisee entity, but your credit will be used to secure the lease, and you will remain as a guarantor on the lease until the lease term ends (approximately 5 years). You will also assign the right to purchase the equipment from the lessor to the franchisee entity. If you elect to contribute $145,000 cash, plus the obligation to sign for and guaranty a lease agreement, but you do not sign for or guaranty the lease agreement, then our affiliate or the franchisee entity has certain remedies, including specific performance, injunctive relief, or can require that you contribute $65,000 in cash in satisfaction of the lease obligations. See the attached contribution agreement attached as Exhibit "H."

You will not be required to invest additional capital into the franchisee entity, but as an owner of the franchisee entity, you may be required to take certain actions from time to time as determined by the franchisee entity. For example, you may be required to personally guarantee lease or other contractual obligations of the franchisee entity. Our affiliate will be required to contribute additional capital if needed, but the obligation to contribute additional capital will be capped at 70% of your cash investment. If additional capital is needed beyond the 70%, the franchisee entity will then have the right to seek outside funding.

You are required to sign an operating agreement with our affiliate in the form of the operating agreement attached as Exhibit "I" to this disclosure document. The operating agreement will govern your relationship with our affiliate for the ownership and management of the franchisee entity. Management decisions will be solely made by our affiliate, and ownership decisions will be controlled by our affiliate as the majority owner of the franchisee entity.

Once the franchisee entity has cash available for distribution, as determined by our affiliate, you would receive 80% of the distributions of available cash until your initial capital contribution is repaid in full and the remaining 20% will go to our affiliate. After you have been repaid your capital contribution, the distributions will be split 51% to our affiliate and 49% to you. If you have elected to contribute equipment to the franchisee entity that is subject to a lease, and if the franchisee entity makes lease payments on your behalf, such payments will be considered a distribution to you. For example, if the franchisee entity had $20,000 of available cash for distributions, and the equipment lease payments made by the franchisee entity during that period were $4,050, your share of the amount of available cash would be $11,950 ($20,000 x 80% - $4,050 = $11,950) or $5,750 ($20,000 x 49% - $4,050 = $5,750), depending on whether you had already been repaid your initial capital contribution in full.

Additionally, if our affiliate sells the franchisee entity, or the franchise prior to you being repaid your initial cash investment, the proceeds of the sale (after all applicable expenses have been paid by the franchisee entity) will first be paid to you until you have been repaid your initial cash investment in full, and then the remaining amount will be split 51% to our affiliate and 49% to you.

Your ownership in the franchisee is illiquid and may have an indefinite holding period and cannot be pledged or otherwise encumbered by you. However, our affiliate has the right at any time to purchase your interest in the franchisee entity at a price of the greater of: (a) the unreturned cash investment, plus accrued interest at a rate of 20% (compounding annually), or (b) 49% of 7x the franchisee entity's trailing 12-month EBITDA (this reflects the franchisee entity's independent value less the value of Dirty Dough's corporate concepts and intellectual property). The purchase price for your interest will be paid upon mutually acceptable terms, or 30% in cash down and the remainder paid over 5 years at 6% annual interest.

Our affiliate also has the right to bring on additional investors into the franchisee entity and may require you to sell your interest to a third party if our affiliate is also selling its interest in the franchisee entity to a third party.

Obligations of the Franchisee Entity

The franchisee entity must purchase specific materials, supplies and equipment and to strictly follow our standards, methods, policies and procedures in the operation of the franchise business that are described in more detail in our franchise agreement attached as Exhibit "A" to this disclosure document.

General Description of Market and Competition

The general market for cookie and other dessert businesses is well-developed and competitive. The franchisee entity will typically compete with other established businesses operating cookie and other dessert businesses. There are many of these competitors from large national chains to small independent operators. The franchisee entity may also encounter competition from other Dirty Dough® Cookies franchises operated by our affiliates or other franchisees outside the franchisee entity's territory.

Laws and Regulations

In addition to laws and regulations that apply to businesses generally, the franchise business is subject to federal, state, and local health and consumer protection laws and other regulations and guidelines governing the food service industry. The Food and Drug Administration, the United States Department of Agriculture and food industry organizations, including the National Restaurants Association, have established rules affecting this industry. To operate the franchise, at least one of the employees must have a current Food Handlers license. Some states required a manager to have a Food Safety Manager Certification.

Local zoning rules may limit where the franchisee entity can locate the franchise business and may affect the design features including the building façade and signs. In many jurisdictions, the franchisee entity may be required to obtain a sign permit. Some federal, state, and local environmental laws affect the disposal of waste materials and packaging. The details of state, county and local laws and regulations vary from place to place. Please be aware that the changes in these laws may increase the cost to operate the franchise business.

ITEM 2
BUSINESS EXPERIENCE

NAME	COMPANY NAME AND LOCATION	POSITION	FROM
Jill Summerhays	Dirty Dough Corporate Franchising LLC Totally Nutz, LLC, St. George, Utah Maui Wowi Scottsdale, Arizona	CEO CEO Founder	January 2022 – Present November 2015 – December 2021 January 1985 - Present
Bennett Maxwell	Dirty Dough Corporate Franchising LLC Dirty Dough Franchising, LLC, Pleasant Grove, Utah Dirty Dough LLC, Tempe, Arizona	Owner Owner Owner	January 2022 – Present December 2020 – Present December 2020 – Present

	B Maxwell Enterprises, Orem, Utah (Direct Sales)	President	June 2015 to June 2021
Wade Rasmussen	Dirty Dough Corporate Franchising LLC Dirty Dough Franchising, LLC, Pleasant Grove, Utah Dirty Dough LLC, Tempe, Arizona Geneva Rock Products, Orem, Utah (Ready Mix Concrete) Hawx Pest Control Ogden, Utah (Pest Control)	VP of Franchise Sales VP of Franchise Sales Shareholder Sales Rep Sales Manager	January 2022 – Present August 2021 – Present December 2020 – Present September 2020 – February 2022 January 2015 – May 2021

ITEM 3
LITIGATION

No litigation is required to be disclosed in this item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this item

ITEM 5
INITIAL FEES

Initial Franchise Fee

There is no initial franchise fee paid to the franchisor.

Investor's Contribution

Your total cash investment for 49% of the franchisee entity LLC is up to $210,000. This can be paid either $210,000 in cash or $145,000 in cash, plus the obligation to sign for and guaranty a lease agreement to lease up to $65,000 in restaurant equipment.

Required Purchases from the Franchisor or an Affiliate

The franchisee entity is required to purchase an initial supply of cookie dough from our affiliate Dirty Dough Productions LLC at a cost of $5,000 to $10,000.

The franchisee entity is required to pay us an initial opening marketing and promotion fee of $3,000 for us to assist in the promotion of the grand opening. This fee includes digital marketing materials and social media ad spend. The fee does not include any printed marketing materials or grand opening banners or signage.

Uniformity and Refunds

These costs and fees are uniform and are non-refundable for all franchisees as described above and payable in a lump sum at the time of signing/prior to training/at the time of ordering.

ITEM 6
OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Advertising Fund Fee[1, 2]	3% of gross sales	Payable weekly (Monday) on the prior week's gross sales	See Note 2.
Management Fee[1, 3, 5]	Currently, $2,000 per month	Monthly	This fee is paid to our affiliate that manages the operations of the franchise location. The franchisee entity will enter into the management agreement set forth on Exhibit "J" for our affiliate to manage the franchisee entity. This fee is subject to a 15% yearly increase.
Distributions[3]	See Note 3	As available and as determined by our affiliate	At least semi-annual distributions will be made if the franchisee entity has available cash as determined by our affiliate. It is anticipated that distributions will only be made after the franchisee entity has set aside funds sufficient to cover at least 6 months' worth of future operating expense.
Indemnification[1, 4]	Varies	As incurred or on demand	
Non-Compete Violations[1, 5]	$500 per day for each competing business	Upon demand	This fee is applied if you violate the non-compete covenants in the franchise agreement or any related agreements or if you use our system without our express written permission or approval. This is not our only remedy and does not represent a price for the privilege to compete.
Dispute Resolution Fees[1]	Varies	As incurred or on demand	You are required to pay half of the mediation or arbitration fees. Additionally, the prevailing party will be entitled to reimbursement of its legal fees and expenses.

NOTES

[1] Fees. Except as shown in the remarks column, all fees are uniformly imposed and payable to us. All fees payable to us or an affiliate are non-refundable. You should verify with any third-party payee whether such payments, deposits, or fees are refundable or not.

We have the right to require the franchisee entity to establish a bank sweep, draft or other similar type of electronic funds transfer ("EFT") account in which the franchisee entity must deposit the gross sales of the franchise business (not including local sales & use taxes) which account we may automatically access for any payment due us. The franchisee entity cannot close or terminate any EFT account without receiving our prior written consent.

[2] Advertising Fees. The Advertising Fund fee may be used by us for one or more national or regional marketing and brand development programs, as we choose.

[3] Distributions. Once the franchisee entity has cash available for distribution, as determined by our affiliate, you would receive 80% of the distributions of available cash until your initial capital contribution is repaid in full and the remaining 20% will go to our affiliate. After you have been repaid your capital contribution, the distributions will be split 51% to our affiliate and 49% to you. If you have elected to contribute equipment to the franchisee entity that is subject to a lease, and if the franchisee entity makes lease payments on your behalf, such payments will be considered a distribution to you, which will be applied against your 80% or 49% share of the distributions, as applicable.

[4] Indemnification. The franchisee entity must defend, indemnify, and hold us harmless from any and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees arising out of or related to, or in any way connected with the acts, errors or omissions of the franchisee entity in the operation of the franchise business.

[5] Fee Increases. We or our affiliate may increase these fees by up to 15% per year during the term of the franchise agreement. Costs charged by third parties are subject to change at any time and do not have an annual cap.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOU (THE INVESTOR'S) ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Cash Contribution[1]	$145,000	$210,000	Lump Sum	At signing franchise agreement	Us
Equipment Contribution[2]	$65,000	$0	As incurred	As negotiated	Suppliers
Professional Fees[3]	$1,500	$3,500	As incurred	As incurred	Attorneys, accountants and advisors
TOTAL[4]	$211,500	$213,500			

NOTES

[1] Cash Contribution. Your total investment for 49% of the franchisee entity LLC is up to $210,000. This can be paid either $210,000 in cash or $145,000 in cash, plus the obligation to sign for and guaranty a lease agreement to lease up to $65,000 in restaurant equipment to be used at the store. If you invest $210,000 cash, then the franchisee entity will either purchase or lease the equipment.

[2] Equipment. If you decide to invest $145,000 cash for your 49%, you must sign for and guaranty up a lease for up to $65,000 worth of equipment to be used at the store. The equipment includes ovens, warming rack, stainless steel tables, walk-in freezer, refrigerator, ice cream freezer, sink, storage rack, customer countertop, and televisions. The lease payments for the equipment will be made by the franchisee entity, but your credit will be used to secure the lease, and you will remain as a guarantor on the lease until the lease term ends (approximately 5 years). You will also assign the right to purchase the equipment from the lessor to the franchisee entity.

[3] Professional Fees. We strongly recommend that you hire a lawyer, accountant, or other professional to advise you on this franchise offering. Rates for professionals can vary significantly based on locale, area of expertise and experience.

[4] Total. All fees and payments payable to us or an affiliate are non-refundable. You should verify with any third-party payee whether such payments, deposits, or fees are refundable or not.

THE FRANCHISEE ENTITY'S ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee[1]	$0	$0	Lump Sum	At signing franchise agreement	Us
Equipment, fixtures and décor[2]	$55,000	$65,000	As incurred	As negotiated	Suppliers
POS system, hardware, and software[3]	$1,500	$3,500	As incurred	As negotiated	Suppliers
Camera system[4]	$950	$2,500	As incurred	As negotiated	Suppliers
Signs[5]	$9,000	$15,000	As incurred	Before opening	Suppliers
Initial opening marketing and promotion fee[6]	$3,000	$3,000	Lump sum	45 days prior to scheduled opening	Us
Grand opening marketing materials[7]	$2,000	$3,000	As incurred	As negotiated	Suppliers
Real estate improvements[8]	$35,000	$150,000	As incurred	As negotiated	Suppliers and contractors
3-Months of lease payments[9]	$4,500	$21,000	As incurred	As negotiated	Landlord
Lease deposit[9]	$1,500	$5,000	As incurred	As negotiated	Landlord
Architectural/Engineering Fees[10]	$6,000	$12,000	As incurred	As negotiated	Contractors
Initial order of cookie dough[11]	$5,000	$10,000	Lump sum	45 days prior to scheduled opening	Us
Opening inventory[12]	$2,300	$4,000	As incurred	As negotiated	Suppliers
Miscellaneous opening costs[13]	$500	$2,500	As incurred	As incurred	Suppliers, government departments, utilities, etc.
Additional funds[14]	$5,000	$10,000	As incurred	As incurred	Suppliers, employees, etc.
TOTAL[15]	$131,250	$306,500			

NOTES

[1] Initial Franchise Fee. There is no initial franchise fee paid to the franchisor.

[2] Equipment, Furniture, Fixtures, Décor, and Supplies. Included in this estimate are the cost of the following items: ovens, warming rack, stainless steel tables, walk-in freezer, refrigerator, ice cream freezer, sink, storage rack, customer countertop, televisions, and vinyl decals. This estimate also includes office supplies and small wares. These expenses will only be incurred by the franchisee entity if you invest $210,000 cash, as part of that investment will be used to purchase equipment.

[3] POS System, Hardware, and Software. Included in this estimate are the cost of the following items: on-counter screen; cash drawer & receipt printer; wall mounted screen for orders to kitchen; router; ethernet switch; 1 to 2 iPads. We anticipate the franchisee entity will use TOAST POS, but this may change at any time.

[4] Camera System. This system is not a security system but is a management tool.

[5] Signs. Subject to landlord and government restrictions, 2 signs are required. At least 1 exterior sign(s) displaying the trademark and 1 interior sign is required. These signs may be made locally. All signs must conform to our specifications.

[6] Initial Opening Marketing and Promotion Fee. This fee includes digital marketing materials and social media ad spend. The fee does not include any printed marketing materials or grand opening banners or signage and is due 45 days before grand opening.

[7] Grand Opening Marketing Materials. This estimates the cost for grand opening signage and banners.

[8] Real Estate Improvements. The franchisee entity must purchase or lease a suitable location for the franchise business. We must approve of the location. Costs of commercial property or leases and improvements vary widely based on location, terms of the lease, the total area of space, as well as construction and material costs. The landlord may provide a tenant improvement allowance as part of the lease. If the franchise is located in a newly constructed space, the landlord may require significantly greater additional expenditures to cover leasehold improvements. The franchisee entity is not required to lease newly constructed space.

[9] 3-Months of Lease Payments; Lease Deposit. The space will vary depending on needs, but we estimate the location will need approximately 500 to 1,500 square feet, and we estimate the lease to be $24 to $60 per square foot per annum.

[10] Architectural/Engineering Fees. The franchisee entity must employ and pay an architect designated by us to accomplish and prepare a preliminary floor plan and develop a preliminary set of plans, specifications and related construction documents for the franchise business. We estimate the cost of hiring a local architect or engineer to be $5,000 to $15,000. The franchisee entity must pay a local architect and engineer to complete the preliminary plans, and these estimates include the architect's fees to prepare the full stamped set of floor plans, plans and specifications to include mechanical, plumbing, and electrical engineering as necessary to satisfy city, state, and local building codes and to construct the improvement for the franchise business. There is no allowance included in this estimate for site planning, use permitting, gaining of variances or resolution of related planning and zoning conflicts, accomplishment of energy consumption calculations, accomplishment of building elevations, or civil or structural engineering. Additionally, this estimate does not include an allowance for bid or contract administration, or client directed revisions which will need to be negotiated on a case-by-case basis prior to commencement of the requested work.

[11] Initial Order of Cookie Dough. The franchisee entity is required to purchase the cookie dough from our affiliate Dirty Dough Productions LLC. This should last up to 3 weeks but will depend on sales in the first 3 weeks of opening. Payment will be due 45 days before grand opening.

[12] Opening Inventory. The range in cost depends upon the size of the franchise business, as well as estimated initial business volume. Opening inventory items include ice cream; toppings; beverages; up to 2 months of packaging (the amount of time the packaging lasts will depend on sales volume); and uniforms.

[13] Miscellaneous Costs. These miscellaneous costs include legal fees, utility costs, business entity organization expenses, employee training, deposits, insurance and licenses. The cost of insurance may vary depending on the insurer, the location of the franchise business and claims history.

[14] Additional Funds. This estimates the operating expenses during the first 3 months of operations, not including cash flows. We have relied upon the experience of our principals to compile these estimates.

[15] Total. These figures are estimates for the development of a single franchise unit, and we cannot guarantee that the franchisee entity will not have additional expenses starting the franchise business. You should review these figures in Item 7 carefully with a business advisor before making any decision to purchase the franchise. All purchase agreements or leases must be negotiated with suppliers. For any items purchased from us or an affiliate, we require immediate payment. We do not offer direct or indirect financing for any item. All fees and payments payable to us or an affiliate are non-refundable. You should verify with any third-party payee whether such payments, deposits, or fees are refundable or not.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Suppliers, Proprietary Products and Required Purchases

The franchisee entity must operate the franchise business according to our system, including purchasing or leasing certain items or services according to our specifications or from approved suppliers. The franchisee entity cannot deviate from these specifications without our prior written consent.

The franchisee entity must purchase or lease the following products and services from us, other sources designated or approved by us, or according to our specifications as set forth in the manuals:

Item or Service	Is the franchisor or an affiliate an approved supplier of this item	Is the franchisor or an affiliate the only approved supplier of this item?
Cookie Dough	Yes	Yes
Packaging	Yes	No
Beverages	Yes	No
Ice Cream	Yes	No
Uniforms	Yes	No
Toppings	Yes	No

We may also require the franchisee entity to purchase advertising materials from us or approved suppliers. We reserve the right for us or an affiliate to be an approved supplier or the only approved supplier of any of the items listed in the above table. Additionally, we reserve the right to require that all items used in the operation of the franchise business be purchased from us or other sources designated or approved by us.

Insurance

The franchisee entity must at all times during the entire term of the franchise agreement and at its own expense keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated "A-" or better by A.M. Best & Company, Inc.:

Type of Insurance	Minimum Required Amount(s)
Commercial General Liability Insurance	$1,000,000 per occurrence and $2,000,000 in the aggregate, or leasehold minimum, whichever is greater; $300,000 damage to the premises; $5,000 premises medical; $1,000,000 personal and advertising injury limit; and $2,000,000 products and completed operations aggregate.
Property Insurance	100% of the full replacement cost against loss or damage from fire and other risks normally insured against in extended risk coverage. Special form in the amount of the franchisee entity's inventory and must include the improvements and betterments to the store. Coverage should be replacement cost with no coinsurance. Agreed amount with the insurance company or waiver of coinsurance will suffice for the removal of coinsurance. Coverage must include business income on an actual loss sustained basis for 12 months. Flood coverage if applicable must apply. If building coverage is to be included all coverages noted above will apply.
Commercial automobile insurance	At least $1,000,000 occurrence limit (combined single limit for personal injury, including bodily injury or death, and property damage) for all owned, non-owned, and hired autos.
Employment practices liability insurance	$100,000 per occurrence.
Crime policy	$10,000 for employee dishonesty policy (written on a loss discovered basis). In addition, the policy must include robbery both in and out with coverage in limits of $5,000.
Umbrella insurance	$1,000,000 per occurrence.
Government Required Insurances	The franchisee entity must maintain and keep in force all worker's compensation and employment insurance on its employees that is required under all federal and state laws.

These policies will insure the franchisee entity, us, and our affiliate as additional insureds against any liability that may accrue by reason of the operation of the franchise business. These policies will stipulate that we will receive a 30-day written notice prior to cancellation or termination, and we must receive a 30-day notice of any modification. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to us must be furnished to us together with proof of payment prior to the franchisee entity beginning operations. Our insurance coverage requirements are only minimums. You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate.

The franchisee entity must also procure and pay for all other insurance required by state or federal law. We may periodically modify or adjust the amounts of coverage required and/or require different or additional coverage. We do not derive revenue as a result of the franchisee entity's purchase of insurance.

Approved Suppliers

We may enter into contracts with suppliers for items or services purchased by our franchisees. Pursuant to these contracts, the franchisee entity must purchase items or services from the approved suppliers.

All approved suppliers and specifications are made available to the franchisee entity before the beginning of operations. We consider our approved suppliers and specifications to be of critical importance to the success of the system. The franchisee entity must receive our prior written approval to deviate in any manner from our specifications.

Ownership in Approved Suppliers

Some of our officers have an ownership interest in Dirty Dough Productions LLC, our designated cookie dough supplier.

Revenue to Us and Our Affiliates from Required Purchases

We or our affiliates may derive income from required purchases or leases of goods or services made by our franchisees from approved sources. However, because we are a new company, we have no basis from which to gauge the revenue that we or our affiliate may derive from franchisee purchases from designated sources.

Proportion of Required Purchases and Leases

We estimate that the proportion of required purchases or leases will represent 85% to 95% of the franchisee entity's overall purchases in opening the franchise business and 85% to 95% of the franchisee entity's overall purchases in operating the franchise business.

Non-Approved Suppliers

We do not allow you to petition us to use non-approved suppliers.

Standards and Specifications

We may issue specifications and standards for applicable aspects of the franchise in our manuals and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our manuals and/or issuing new written directives (which may be communicated by any method we choose). We will generally (but are not obligated to do so) issue new or revised specifications only after thorough testing in our headquarters, in company-owned outlets, and/or a limited market test in multiple units.

Other than as stated above, there is no obligation for the franchisee entity, under the terms of the franchise agreement, to purchase or lease any goods or services regarding the establishment or operation of the franchise business from approved sources.

Negotiated Arrangements

At this time, there are no purchasing or distribution cooperatives. We do not currently negotiate purchase arrangements with suppliers, including price and terms for the benefit of franchisees.

Benefits Provided for Purchases

We do not provide material benefits to franchisees based on the franchisee entity's purchase of particular products or services or use of particular suppliers (e.g., grant renewals or additional franchises to franchisee's based on purchases).

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 4.1 and 4.2	Item 11
b. Pre-opening purchases/leases	Article VIII and paragraphs 6.1.3, 6.1.10, and 6.1.12	Item 8
c. Site development and other pre-opening requirements	Sections 4.3 and paragraph 6.1.10	Items 7 and 11
d. Initial and ongoing training	Paragraph 6.1.7 and section 7.3	Item 11
e. Opening	Paragraph 6.1.5	Item 11
f. Fees	Article V	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	Article IX and section 6.2	Items 8 and 11
h. Trademarks and proprietary information	Article III	Items 13 and 14
i. Restrictions on products/services offered	Article VIII	Item 8 and 16
j. Warranty and customer service requirements	Paragraphs 6.1.2 and section 8.5	Item 11
k. Territorial development and sales quotas	Section 1.1	Item 12
l. Ongoing product/service purchases	Article VIII	Item 8
m. Maintenance, appearance and remodeling requirements	Paragraphs 6.1.2 and 6.1.6	Item 11
n. Insurance	Paragraph 6.1.8	Item 8
o. Advertising	Article X	Items 6, 7 and 11
p. Indemnification	Section 15.2	Item 6
q. Owner's participation/ management/staffing	Paragraphs 6.1.4, 6.1.5, and 6.1.9	Items 11 and 15
r. Records and reports	Section 5.3	Item 6
s. Inspections and audits	Paragraphs 5.3.1 and 6.2.2(iv)	Items 6 and 11
t. Transfer	Article XIV	Item 17
u. Renewal	Section 2.2	Item 17
v. Post-termination obligations	Section 12.1	Item 17
w. Non-competition covenants	Article XVI	Items 14, 15 and 17
x. Dispute resolution	Article XVII	Item 17
y. Compliance with government regulations	Sections 4.1 and 4.3 and paragraphs 6.1.1, 6.1.8, 12.1.12, and 16.1	Item 12

z. Guarantee of franchisee obligations	Not applicable	Item 15

ITEM 10
FINANCING

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

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

Except as listed below, Dirty Dough Corporate Franchising LLC is not required to provide the franchisee entity with any assistance.

Pre-Opening Assistance

Before the franchisee entity opens the franchise business, we will:

1) We will designate the territory [franchise agreement section 1.1].

2) We do not assist with locating the site; however, we must approve of the site. We will notify the franchisee entity within 10 business days after submission of the site to approve or disapprove the site.

3) We do not assist with negotiating the lease, conforming the premises to local ordinances, obtaining required permits, construction, remodeling, redecorating; hiring or training employees; or provide the franchisee entity with necessary equipment, signs, fixtures, opening inventory, and supplies. That is the responsibility of our affiliate that manages the franchisee entity. If you decide to invest $145,000 cash for your 49%, you must sign for and guaranty a lease for up to $65,000 worth of equipment to be used by the franchisee entity.

4) We do not prepare demographic studies or otherwise determine a need for these services or products within the franchisee entity's territory or evaluate or guarantee the potential success of the proposed site [franchise agreement paragraph 4.1.1].

5) Make available general written specifications for those items listed in Item 8. For purchase, delivery, and installation, the franchisee entity is required to work directly with the manufacturer or supplier of these items. We do not offer assistance in delivery or installation of any of these items [franchise agreement section 7.2].

6) We provide the franchisee entity with the names of approved suppliers [franchise agreement section 7.2].

7) We will provide the franchisee entity with a preliminary design plan for the franchise business, and we may require the use of a specific contractor to supply the build-out of the premises. The franchisee entity must adapt the franchise business to our general specifications at the franchisee entity's expense, in accordance with local, state and federal laws, rules and ordinances. The franchisee entity is responsible to obtain any required licenses and permits [franchise agreement section 4.3 and 7.1].

8) We will loan a copy or provide electronic access to our confidential manuals containing mandatory policies, operating procedures, and other information. The manuals are confidential, will remain our property, and may be used by the franchisee entity only in association with the Dirty Dough® Cookies franchise business and only during the term of the franchise agreement. You must keep the contents of the manuals confidential. The master copy of the manuals maintained by us will be controlling in the event of a dispute relative to the contents of the manuals. You may not copy any part of the manuals either physically or electronically. The table of contents of the operations manual is included as Exhibit "G" to this disclosure document Our operations manual is in electronic format and is equivalent to approximately 112 pages [franchise agreement article IX].

Lease, Construction and Commencing Operations

1) We must approve of your lease before it is signed.

2) We do put timelines on the completion of construction or commencing operations.

Estimated Length of Time Before Operation

It is estimated that the length of time between the signing of the franchise agreement with the accompanying payment of the initial franchise fee and contribution to the franchisee entity and the opening of the franchise business is 3 to 12 months. Factors affecting this length of time usually include obtaining a satisfactory site, financing arrangements, construction, local ordinance compliance, employee training, and delivery and installation of furniture, fixtures, equipment, signs, supplies, and opening inventory items.

Assistance During Operation

During the operation of the franchise business, we will:

1) Provide updates to the manuals, which updates may be in the form of emails, newsletters, announcements, technical bulletins, or other written directives through means determined by us. We have the right to modify the manuals to reflect changes in the system including the development of products or services. The modifications may obligate the franchisee entity to invest additional capital in the franchise business and to incur higher operating costs. The franchisee entity must incorporate all such modifications within the time periods that we specify [franchise agreement paragraph 6.2.2(iii)].

During the operation of the franchise business, we may:

2) Provide the franchisee entity with such continuing assistance in the operation of the franchise business as we deem advisable [franchise agreement section 7.3].

3) To the degree permitted by law, suggest retail price, specify maximum and minimum pricing above and below which the franchise business will not sell any goods or services [franchise agreement paragraph 6.1.9]. The franchisee entity must honor all coupon, price reductions and other programs established by us [franchise agreement paragraph 6.2.2(ii)].

4) Replace defective products purchased directly from us based on our standard limited warranty. For items purchased through third parties, the franchisee entity must work directly with the supplier or manufacturer of such items regarding warranties, defective products, training and support [franchise agreement section 8.5].

5) At the franchisee entity's expense, require the franchise business to repair, refinish, repaint, remodel, modernize, redecorate, or other refurbish the premises from time to time as we may reasonably direct. We can also require you to upgrade equipment at any time. You and the franchisee entity must implement all changes within the time frames required by us.

6) Refine and develop products or services that the franchise business will offer to customers [franchise agreement paragraph 6.2.2(iii)].

Employment Matters

Our affiliate that manages the franchisee entity will handle the hiring, firing, managing and compensation of employees [franchise agreement paragraph 6.1.7].

Advertising and Promotion

You may not develop advertising or marketing materials. All marketing for the franchise business and the franchise system will be conducted by us or our approved supplier [franchise agreement paragraph 10.5.1].

Advertising Fund

Although under the terms of the franchise agreement we are not obligated to conduct advertising for the franchise system, we have the right to and currently do maintain and administer a regional and national advertising, marketing, and development fund (referred to as the advertising fund) for local, regional, national marketing, or public relations program as we, in our sole discretion, may deem necessary or appropriate to advertise and promote the franchise system [franchise agreement section 10.1].

The franchisee entity must contribute to the advertising fund. Neither we nor our affiliates contribute to this fund. We have no franchise businesses that do not contribute to the fund. However, contributions by our franchisees to the advertising fund may not be uniform [franchise agreement section 10.1].

We are responsible for administering the advertising fund. We will direct all uses of the advertising fund, with sole discretion over: 1) the creative concepts, materials, endorsements and media used (that may include television, Internet, radio, print, and other media and marketing formats as developed over time, as funds permit); 2) the source of the marketing or public relation efforts (that may be in-house or through an outside agency located locally, regionally or nationally); 3) the placement and allocation of these programs (that may be local or regional); and 4) the composition of all geographic territories and market areas for the development and implementation of these programs [franchise agreement paragraph 10.1.1].

We may use the advertising fund to offset a portion of direct costs to manage and maintain the fund, including the payment of staff salaries and other expenses for those employees who may be involved in the advertising fund activities [franchise agreement paragraph 10.1.2].

We are not required to spend any amount on marketing directly in the area or territory where the franchise business is located. We do not guarantee that marketing expenditures from the advertising fund will benefit the franchisee entity or any other franchisee directly, on a pro rata basis, proportionally, or at all. We do not use marketing funds to solicit new franchisees [franchise agreement paragraph 10.1.2].

Any unused marketing funds in any calendar year will be applied to the following year's fund. The advertising fund is unaudited. You may request an unaudited annual report of marketing expenditures within 90 days of the end of our fiscal year [franchise agreement paragraph 10.1.2].

Because we are a new franchise, we do not have an accounting of the use of marketing funds in our prior fiscal year.

Advertising Fund Council

No franchisee advertising council is anticipated at this time.

Advertising Cooperative

The franchisee entity is not required to participate in a local or regional advertising cooperative.

Other Marketing Funds

At this time, the franchisee entity is not required to participate in any other marketing funds.

The Internet

Neither you nor the franchisee entity may create a website for the franchise business. Neither you nor the franchisee entity may engage in marketing on the Internet, including posting for re-sell, items on third party re-sell or auction-style websites such as eBay, Craigslist, or Amazon without our prior written permission. We have the right but not the obligation to manage all online reviews for the franchise location [franchise agreement section 10.6].

Social Media

We will own and manage the social media accounts. In the future we may allow the franchisee entity to create and manage social media for the location, but in such a case, all social media must strictly comply with our policies and procedures, and the franchisee entity must provide administrative access and all current and accurate login and password information. We can alter, remove, or require that a post be altered or removed. We reserve the right to restrict the use of social media at any time for any reason [franchise agreement paragraph 10.6.2].

You must at all times maintain and frequently check a valid and approved email address, known and available to us, to facilitate our communication with you.

Tablet / Point of Sale System

We require the use of a point of sale system designated by us to be purchased or leased from our designated supplier. The POS system will provide the following:

- Reporting of Sales
- Employee Time Keeping
- Tracking of Costs and Costs of Goods Sold
- Inventory Management
- Online Ordering
- Gift Card Tracking
- Credit Card Payment

The franchisee entity must have at least a 1-terminal POS system that meets our specifications. The estimated cost of purchasing or leasing the POS system is approximately $1,850. At this time, we use and require the use of TOAST POS, but this may change at any time and the cost to change the system is incurred by the franchisee entity. The franchisee entity must also have at least one iPad which is to be used strictly for business purposes and that meets our specifications and be capable of interfacing with our computer system and software, The cost for the iPad is $600 to $1,500 depending on the version and upgrade features selected. We will have independent access to the information and data collected or generated by the franchisee entity's iPad and POS system. There are no contractual limits on our rights to do so. We may require updates and upgrades to the tablet hardware, software and POS system at the franchisee entity's expense during the term of the franchise agreement. We estimate the annual costs to maintain, upgrade, and support the tablet and POS system to be $3,600 to $6,000. We are not required to maintain, repair, update and/or upgrade the franchisee entity's tablet or POS system. There are no contractual limitations to the frequency and cost of the obligation to upgrade and maintain the tablet or POS system [franchise agreement paragraph 6.1.10]. For defective equipment, products, software or other items purchased, the franchisee entity must deal directly with that manufacturer [franchise agreement paragraph 8.5].

Customer Relation Management Software (CRM)

We reserve the right to require the franchisee entity to use and pay for a designated CRM in the operation of the franchise [franchise agreement paragraph 6.1.12].

Loyalty Programs

The franchisee entity is required to participate in the loyalty, gift card, and coupon programs as developed by us.

Accounting

We also require the use of QuickBooks Online accounting system. The current cost is $50 to $180 per month. We must have access to the franchisee entity's QuickBooks. The franchisee entity may use only the standardized profit and loss statement templates and balance sheet templates as designated by us that we provide [franchise agreement paragraph 6.1.10(i)].

Merchant Provider

At the franchisee entity's sole cost and expense, the franchisee entity is required to use our designed merchant services or payment processor, and to pay all monthly, annual, service, and upgrade fees. The required or designated provider may change at any time, and the franchisee entity is required to comply with any changes and are solely responsible for the fees associated with any changes [franchise agreement paragraph 6.1.10(ii)].

Compliance Monitoring/Camera System

The franchisee entity is required to install a compliance monitoring system in the franchise business at reference points designated by us. This system is not a security system but is a management tool, and we are not required to monitor the store. Both the franchisee entity and we must have the right to online access to the system. We estimate the cost of such system to be between $2,500 and $5,000 for initial installation, and an ongoing cost of approximately $50 per month [franchise agreement paragraph 6.1.10(iii)].

Miscellaneous

We may approve exceptions to our changes in the uniform standards for the franchisee entity or any other franchise that we believe are necessary or desirable based on particular circumstances. You have no right to object to such variances [franchise agreement section 20.15].

Initial Training

We do not provide an initial training program. Our affiliate will be responsible for training the staff of the franchisee entity.

ITEM 12
TERRITORY

Grant of Territory

Under the franchise agreement, we will grant the franchisee entity the right to use the system and proprietary marks at a specific location within the territory.

Size of the Territory

The specific size of the territory is set by us based on the population density, the business base in the territory, whether the location is in a metropolitan or rural area, and other comparable factors, but generally we will not place another franchise unit within 1.5 driving miles of the franchisee entity's territory. The territory will generally have a population base of approximately 50,000 people. Densely populated areas will have different territory restrictions and will be negotiated on a case by case basis. The written boundaries of the territory will be included in the franchisee entity's franchise agreement.

Adjustment of Territory Boundaries

We have the right to adjust the boundaries of the territory if the territory population increases by 50,000.

Territory Restrictions

The franchisee entity is restricted to operations from within the territory, which we must approve. The franchisee entity may not service customers within another franchisee's territory. However, the franchisee entity may service customers in areas that have not been awarded to another franchisee.

Relocation

The franchisee entity must obtain our prior written permission to relocate the franchise.

Advertising Within and Outside the Territory

The franchisee entity is prohibited from conducting direct or targeted sales outside the territory.

Your Rights to Use Channels of Distribution

Neither you nor the franchisee entity has the right to sell products or services through other channels of distribution, including the Internet, via apps or social media sites.

Options to Acquire Additional Franchises

Neither you nor the franchisee entity receives the right or option to acquire additional franchises.

Non-Exclusive Territory

The franchisee entity will not be assigned an exclusive territory for the franchise business. The franchisee entity may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, we will not establish another traditional franchise or traditional company-owned unit using the trademark within the territory during the term of the franchise agreement.

Our Right to Use Channels of Distribution in the Territory

We and our affiliate also reserve the right to market products and services under other brands both within and outside the territory.

Our Previous Activities in the Territory

In the past, we may have used one or more of the following distribution channels to sell and distribute products and services in the territory under the Dirty Dough® Cookies brand: social media, our website, and direct mailers.

National Accounts

We reserve the right to sell, market and distribute the Dirty Dough® Cookies products services to national accounts in the territory. A "national account" is defined as a company with multiple units or outlets located in more than one geographical area or market. We will designate if and how franchisees will sell or service national accounts.

Competition by Us Under Different Trademarks

Neither we, nor an affiliate operates, franchises or has plans to operate or franchise a business that sells or will sell goods or services similar to those sold in the franchise business using a different trademark, but we reserve the right to do so in the future.

ITEM 13
TRADEMARKS

Non-Exclusive Grant of the Trademark

We grant the franchisee entity the non-exclusive right to use certain of our trademarks in the operation of the franchise business. The franchisee entity may also use future trademarks in the operation of the franchise business, as we designate. Neither you nor the franchisee entity will at any time acquire any rights in the trademarks. By trademarks we mean our trade names, trademarks, commercial symbols, service marks and logos.

Agreements Regarding the Trademark

Under a license agreement entered into between Dirty Dough LLC and us in 2022, we were granted the right to use and sublicense the trademarks for 50 years. The license may be terminated for our default; however, all franchisees in good standing will be able to continue to use the Dirty Dough® Cookies trademarks through the end of the then-current franchise agreement term. The terms and provisions of the license agreement cannot be modified without written authorization from both parties.

A third party owns all right to our current Dirty Dough logo, and we have a license to use the logo. We are in the process of redesigning a logo that we or our affiliate will own and control but until then, the rights to use the logo are limited, and the franchisee entity may be required to change all signage using current logo upon development of a new logo or upon demand by the third party.

Registered Trademarks

The following trademarks, service marks, trade names, logotypes or other commercial symbols listed below are registered or have been filed for registration with the United States Patent and Trademark Office on the Principal Register or they have not been registered, and we claim common rights in them. All required affidavits and renewals have been filed.

Registration/ Serial Number	Word or Design Mark	Registry	Registration/ Filing Date	Status
5,972,046	DIRTY DOUGH®	Principal	January 28, 2020	Active

We do not have a federal registration for our principal logo/design mark trademark. Therefore, our trademark does not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, the franchisee entity may have to change to an alternative trademark, which may increase expenses.

Registered Domain Names

We or our affiliate have registered, among many others, the following Uniform Resource Locators (domain names): https://dirtydoughcookies.com. Neither you nor the franchisee entity may register or own a domain name using our trademark or any derivative of our trademark in a domain name, and neither you nor the franchisee entity may create or register domain names in connection with the franchise business or the franchise system without our prior written permission.

Use of the Trademark

The franchisee entity must use all trademarks in strict compliance with our manuals and the Dirty Dough® Cookies system. Neither you nor the franchisee entity has rights to compensation or otherwise under the franchise agreement if we require the franchisee entity to modify or discontinue using a trademark. Neither you nor the entity can use the name "Dirty Dough" as part of a corporate name, but the franchisee entity must use the name Dirty Dough® Cookies as part of an assumed business name or dba ("doing business as") registered with the applicable governmental authority. This use is non-exclusive. Neither you nor the franchisee entity can make application for registration or other protection of Dirty Dough® Cookies names, derivatives or any other trademark used by us.

The franchisee entity may only use the trademarks with the letters "TM" or "SM" or "®" as appropriate. Neither you nor the franchisee entity can use any trademark in the sale of any unauthorized product or service. You must follow all security procedures required by us for maintaining the secrecy of proprietary information.

Government Determinations Regarding the Trademarks

There are presently no effective determinations by the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court or pending interference, opposition or cancellation proceeding, or pending material litigation involving the trademarks. There are no agreements currently in effect that significantly limit our rights to use or license the use of the trademarks.

Superior Prior Rights

We are unaware of any superior rights in that could materially affect the franchisee entity's use of the trademarks in the territory.

Infringing Uses

We are unaware of any infringing uses of the trademarks that could materially affect the franchisee entity's use of the trademarks in the territory.

Protection Against Infringement

You are obligated to immediately notify us when you learn about an infringement of or challenge to the use of our trademarks. We will have the discretion to take the action we deem appropriate.

We will indemnify the franchisee entity against and to reimburse the franchisee entity for all direct, but not consequential (including, but not limited to, loss of revenue and/or profits,) damages for which the franchisee entity is held liable in any proceedings arising out of the use of any trademark pursuant to and in compliance with the franchise agreement, and for all costs reasonably incurred by the franchisee entity in the defense of any claim brought against it or in any proceeding in which it is named as a party, provided that the franchisee entity has timely notified us of any claim or proceeding and have otherwise complied with the franchise agreement.

You may not contest, directly or indirectly, our right and interest in our trademarks, names or service marks, trade secrets, methods, and procedures that are part of our business. Any goodwill associated with the trademarks or system belongs to us.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

You do not receive the right to use an item covered by a patent, and we do not have any pending patent applications with the United States Patent and Trademark Office. We do not own rights to, or licenses in, any patent that is material to the franchise system.

Copyrights

We have not registered our manuals with the United States Copyright Office, but we claim a copyright and consider the information proprietary, and we, or our parent, or an affiliate, claim protected trade secrets and copyrights in parts of our franchise system. A third party claims copyright in our logo. We have a license to use the logo and are in the process of redesigning our own logo that we will own and control and you must use the new logo upon development.

We claim other copyrights in sales literature and marketing materials that we or our franchisees develop for our use and for use by our franchisees, and the franchisee entity's use of these materials will be limited to the uses required or allowed by us.

You must modify or discontinue the use of any copyright, at the franchisee entity's cost, if we modify or discontinue it, in our reasonable discretion.

Proprietary Information

The franchisee entity can use the proprietary information in our manuals but only in connection with the system and as authorized by us. The manuals may not be copied. The manuals must be returned to us or permanently deleted by you and upon termination of the franchise agreement. Portions of the "system" are a trade secret or confidential and proprietary to us.

With regards to our proprietary information, the franchise agreement also provides that you and the franchisee entity will: (a) strictly follow all confidential security procedures required by us; (b) disclose this information to your employees only as needed to market our products and services; (c) not use this information in any other business; (d) exercise the highest degree of diligence to maintain this information as confidential; and (e) promptly notify us if you learn of any unauthorized use of our trade name, trade secrets or proprietary information. The franchisee entity's use of our proprietary information is limited to the uses required or allowed by us.

Protection Against Infringement

You must also promptly tell us when you learn about unauthorized use of our copyrights, manuals and any other proprietary information. We are not obligated to take any action but will respond to this information as we believe appropriate. We have the right to control any administrative proceedings or litigation.

We agree to indemnify the franchisee entity against and to reimburse the franchisee for all direct, but not consequential (including, but not limited to, loss of revenue and/or profits) damages for which the franchisee entity is held liable in any proceedings arising out of the use of our copyrights, manuals and any other proprietary information pursuant to and in compliance with the franchise agreement, and for all costs reasonably incurred by the franchisee entity in the defense of any claim brought against it or in any proceeding in which it is named as a party, provided that the franchisee entity has timely notified us of any claim or proceeding and have otherwise complied with the franchise agreement.

Improvements to the System

Any improvements you or the franchisee entity make to the system will be owned by us and considered a "work for hire" as defined in Section 101 of Title 17 of the United States Code.

Superior Prior Rights

We are unaware of any superior rights that could materially affect the franchisee entity's use of the copyrights or patents in your territory.

Infringing Uses

We are unaware of any infringing uses of the trademarks that could materially affect the franchisee entity's use of the copyrights or patents in the territory.

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

Participation and "On Premise" Supervision

Our affiliate will be responsible for supervising the on-premises supervisor and managing the franchise operations.

Our affiliate will be responsible for supervising the on-premises manager and for overseeing the franchise operations. You are not required to participate in any management or operational functions for the franchise. We require a manager to assist in the on-site and full time management of the franchise business.

Who Must Attend and Successfully Complete Initial Training

We do not provide an initial training program. Our affiliate will be responsible for training the staff of the franchisee entity.

Restrictions on the On-Premises Supervisor

We do not put a limitation on whom the franchisee entity can hire as your on-premises manager or supervisor.

No Competing Enterprises

Neither you, nor the management employees of the franchisee entity can have an interest in or business relationship with any competing business during the term of the franchise agreement and must keep free from activities that would be detrimental to or interfere with the operation of the franchise business or detrimental to the franchise system. You, your partners, directors, members, and shareholders must sign our standard principal brand protection agreement to protect and keep confidential our trade secrets and confidential information and to conform with the covenants not to compete described in Item 17 (franchise agreement, exhibit A-4.) All employees will also be required to sign a brand protection agreement, and that agreement also imposes certain non-competition restrictions on management employees. Some states may impose certain restrictions on non-competition agreements. We provide this form, but it is the franchisee entity's responsibility to conform it to the laws and regulations of the state where the franchise is located (franchise agreement, exhibit A-5).

Required Operations

The franchise must operate 7 days per week, as designated by us (unless waived in writing by us). The franchise must be open for a minimum of 10 hours each day between the hours of 10am and midnight.

Personal Guarantees

Not applicable.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE ENTITY MAY SELL

The franchisee entity may provide and sell only those products and services specified and approved by us in writing. We do not currently have any restrictions or conditions that limit access to customers that can purchase products from the franchisee entity. However, the franchisee entity may only sell products from the store and is not permitted to market in another franchisee's territory (see Item 12). No product or service may be added to, altered, or discontinued by the franchise business unless it is first approved by us in writing. The franchisee entity must offer all products and services required by us. We reserve the right to add, modify, or delete products and/or services that the franchisee entity may offer. There are no limits on our right to do so. The franchisee entity must strictly follow our policies, procedures, specifications, methods, and techniques concerning all of our products and services.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Franchise or other Agreement	Summary
a.	Length of the franchise term	Section 2.1	The term is 10 years. The franchise term will begin upon signing the franchise agreement and coincide with the lease agreement for the premises.
b.	Renewal or extension of the term	Section 2.2	If you and the franchisee entity are in good standing at the end of the franchise term, the franchisee entity can enter into a new successor franchise agreement for an additional term of 10 years. The successor agreement may also provide an option to enter into a subsequent successor franchise agreement.
c.	Requirements for franchisee to renew or extend	Section 2.2	In order to renew, you must, among other things, not be in default, the franchisee entity must modernize the franchise business to the then-current standards, and sign the then-current successor franchise agreement, which may have materially different terms from the previous agreement and sign a release (subject to state law). When renewing, the franchisee entity may be asked to sign a contract with materially different terms and conditions than the original contract.
d.	Termination by franchisee	Section 11.4	There are no provisions in the franchise agreement that permit you or the franchisee entity to terminate the franchise agreement. However, some states may allow you or the franchisee entity to terminate as permitted by state law.
e.	Termination by franchisor without cause	Section 11.1	We must have cause to terminate the franchise agreement. However, our affiliate has the right at any time to purchase your interest at a price of the greater of: (a) the unreturned cash investment, plus accrued interest at a rate of 20% (compounding annually), or (b) 49% of 7x the franchisee entity's trailing 12-month EBITDA (this

			reflects the franchisee entity's independent value less the value of Dirty Dough's corporate concepts and intellectual property).
f.	Termination by franchisor with cause	Section 11.1	We can terminate if you materially breach and fail to cure.
g.	"Cause" defined – curable defaults	Paragraphs 11.1 P-T	Non-payment of your initial contribution, or you fail to supply the necessary equipment to the franchisee entity
h.	"Cause" defined - non-curable defaults	Paragraphs 11.1 A-O	None
i.	Franchisee's obligations on termination/non-renewal	Section 12.1	Obligations include compliance with the brand protection agreement (see also (r) below).
j.	Assignment of contract by franchisor	Section 14.1	There are no restrictions on our right to assign.
k.	"Transfer" by franchisee - defined	Section 14.2	The definition of transfer by you includes the assignment or transfer of your ownership in the franchisee entity.
l.	Franchisor approval of transfer by franchisee	Section 14.2	We must approve all transfers, but we will not unreasonably withhold our approval.
m.	Conditions for franchisor approval of transfer	Sections 14.3 - 14.8	Conditions to transfer include you are not in default, transferee qualifies, a release is signed by you, etc. These conditions are subject to state law. (See state specific addenda.)
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 14.9	We or our affiliate can match any offer for your ownership interest in the franchisee entity within 60 days of written notice to us of the offer. The franchisee entity and our affiliate will also have a 30-day right and 20-day of first refusal to match an offer to purchase any of your ownership in the franchisee entity.
o.	Franchisor's option to purchase franchisee's business	Sections 13.1 and 14.12	Upon termination or expiration of the franchise agreement, we or our affiliate can elect to purchase your ownership interest within 60 days. Additionally, if we receive an offer to acquire a majority of the franchises or an offer to purchase a majority of our assets or stock, or to merge or go public or similar transactions, we have the option to purchase all of your rights and interests in and under the franchise agreement and the franchisee entity at fair market value.
p.	Death or disability of franchisee	Section 14.10	Not applicable
q.	Non-competition covenants during the term of the franchise	Section 16.1	No involvement in competing business anywhere without our written consent. Non-competition provisions are subject to state law.

r.	Non-competition covenants after the franchise is terminated, transferred or expires	Sections 16.3 – 16.4	No competing business for 3 years within the franchise location, or within 25 miles any other Dirty Dough® Cookies franchise, company or affiliate owned Dirty Dough® Cookies business (including after assignment). If you compete within the time period, then this non-compete time period will be tolled and extended for the period of your competition. Non-competition provisions are subject to state law. For a period of 3 years from termination, transfer, or expiration of your franchise agreement, you may not solicit to or on behalf of a competing business any former customer of your franchise business that you serviced as a Dirty Dough® Cookies franchisee, or customer of ours or of an affiliate or of another Dirty Dough® Cookies with whom you interacted during the term of the franchise agreement.
s.	Modification of the agreement	Section 20.11	Modifications must be made in writing and signed by both parties, but policies and procedures are subject to change by us.
t.	Integration/merger clause	Section 20.10	Only the terms of the franchise agreement are binding (subject to state law). All representations and promises outside the disclosure document and franchise agreement may not be enforceable. No provision in the franchise agreement is intended to disclaim the express representations made in this Franchise Disclosure Document. Any representations or promises made outside of the Franchise Disclosure Document and other agreements may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Section 17.2	Except for certain claims, for all disputes, there must be a face-to-face meeting, mediation and arbitration. (See state specific addenda).
v.	Choice of forum	Sections 17.2 and 19.2	All dispute resolution must be held in Utah or the county where our then-current headquarters is located. (Subject to state law).
w.	Choice of Law	Sections 19.1 and 19.5	Utah law the Federal Arbitration Act, and the United States Trademark Act apply. (Subject to applicable state law).

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

The below tables represent financial projections for a 10-year period for a Dirty Dough® Cookies franchise store based on historical figures from our affiliate-owned Dirty Dough® Cookies location in Tempe, Arizona. The Tempe location opened in March 2020.

Financial Projection: Current model

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Gross sales per month	$ 516,000	$ 516,000	$ 516,000	$ 516,000	$ 516,000	$ 516,000	$ 516,000	$ 516,000	$ 516,000	$ 516,000
Less:										
COGS	$ 173,737	$ 173,737	$ 173,737	$ 173,737	$ 173,737	$ 173,737	$ 173,737	$ 173,737	$ 173,737	$ 173,737
Occupancy	$ 39,000	$ 39,000	$ 39,000	$ 39,000	$ 39,000	$ 39,000	$ 39,000	$ 39,000	$ 39,000	$ 39,000
Labor	$ 110,940	$ 110,940	$ 110,940	$ 110,940	$ 110,940	$ 110,940	$ 110,940	$ 110,940	$ 110,940	$ 110,940
Direct Costs	$ 38,040	$ 38,040.	$ 38,040	$ 38,040	$ 38,040	$ 38,040	$ 38,040	$ 38,040	$ 38,040	$ 38,040
Marketing	$ 15,480	$ 15,480.	$ 15,480	$ 15,480	$ 15,480	$ 15,480	$ 15,480	$ 15,480	$ 15,480	$ 15,480
Regional Management	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000
Equipment Lease cost	$ 16,200	$ 16,200	$ 16,200	$ 16,200	$ 16,200					
Total Expenses Minus Equipment Lease	$ 401,197	$ 401,197	$ 401,197	$ 401,197	$ 401,197	$ 401,197	$ 401,197	$ 401,197	$ 401,197	$ 401,197
Net	$ 114,803.	$ 114,803.	$ 114,803	$ 114,803	$ 114,803	$ 114,803	$ 114,803	$ 114,803	$ 114,803	$ 114,803
Investor Return Per Year Minus Equipment Lease Cost	$ 64,162	$ 75,642	$ 40,053	$ 40,053	$ 40,053	$ 56,253	$ 56,253	$ 56,253	$ 56,253	$ 56,253
Investor Cumulative Total	$ 64,162	$ 139,804	$ 179,858	$ 219,911	$ 259,964	$ 316,218	$372,471	$428,724	$484,978	$ 541,231
Cash Investment	**$ 145,000**									
ROI Per Year	44.25%	52.17%	27.62%	27.62%	27.62%	38.80%	38.80%	38.80%	38.80%	38.80%

Financial Projection: Forecasted model

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Gross sales per month	$ 600,000	$ 660,000	$726,000	$ 769,560	$ 769,560	$ 769,560	$ 769,560	$ 769,560	$ 769,560	$ 769,560
Less:										

COGS	$ 202,020	$ 222,222	$244,444	$ 259,110	$ 259,110	$ 259,110	$ 259,110	$ 259,110	$ 259,110	$ 259,110
Occupancy	$ 39,000	$ 39,000	$ 39,000	$ 39,000	$ 39,000	$ 39,000	$ 39,000	$ 39,000	$ 39,000	$ 39,000
Labor	$ 129,000	$ 141,900	$ 156,090	$ 165,455	$ 165,455	$ 165,455	$ 165,455	$ 165,455	$ 165,455	$ 165,455
Direct Costs	$ 38,040	$ 38,040	$ 38,040	$ 38,040	$ 38,040	$ 38,040	$ 38,040	$ 38,040	$ 38,040	$ 38,040
Marketing	$ 18,000	$ 19,800	$ 21,780	$ 23,086	$ 23,086	$ 23,086	$ 23,086	$ 23,086	$ 23,086	$ 23,086
Regional Management	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000	$ 24,000
Equipment Lease cost	$ 16,200	$ 16,200	$ 16,200	$ 16,200	$ 16,200					
Total Expenses Minus Equipment Lease	$ 450,060	$ 484,962	$523,354	$ 548,693	$548,693	$ 548,693	$ 548,693	$ 548,693	$ 548,693	$ 548,693
Net	$ 149,940	$ 175,038	$202,646	$ 220,867	$ 220,867	$ 220,867	$ 220,867	$ 220,867	$ 220,867	$ 220,867
Investor Return Per Year Minus Equipment Lease Cost	$ 103,752	$ 123,830	$ 83,096	$ 92,025	$ 92,025	$ 108,225	$ 108,225	$ 108,225	$ 108,225	$ 108,225
Investor Cumulative Total	$ 103,752	$ 227,582	$ 310,679	$ 402,704	$494,728	$ 602,953	$ 711,178	$ 819,403	$ 927,628	$1,035,852
Cash Investment	**$ 145,000**									
ROI Per Year	71.55%	85.40%	57.31%	63.47%	63.47%	74.64%	74.64%	74.64%	74.64%	74.64%

These figures are only estimates of what we think you may earn. Your individual results may differ. There is no assurance that you will earn as much.

<u>Notes</u>

1. The financial projection based on the "current model," projects sales and costs for your store if your store reached and maintained the same level of sales and had similar costs as our affiliate's store in Tempe, Arizona.

2. The financial projection based on the "forecasted model," projects sales at your store if the sales at your store increased by 16.3% over the sales reached by our affiliate's store in Tempe, Arizona for the first year, with an additional 10% increase in year 2 and year 3, and another a 6% increase in year 4, and for the store to at least maintain the same level of sales for years 5-10. The projected increase in sales is based on the assumption that your store will have a better location than the Tempe, Arizona store (the Tempe, Arizona store is located close to a homeless camp, and this affects foot traffic and causes shorter evening hours for safety), and assumes an increase in sales based on improvements to marketing and other improvements and adjustments to the Dirty Dough® Cookies system (investments have been made to build social media followers and brand awareness, a new website, additional SEO, a Dirty Dough app, use of influencers, revamped recipes and packaging). The forecasted model also projects increased marketing and labor costs.

3. The term "gross sales" means the total of all sales of all products, merchandise, goods, or services sold, traded, bartered, or rendered and income of every kind and nature, including the value of a trade or other bartering, arising from the location. "Gross sales" excludes (i) sales from nationwide shipping, (ii) bona fide refunds to customers, (iii) sales taxes collected, and (iv) the sale of used equipment not in the ordinary course of business.

4. Labor costs are based on labor rates in Idaho and Utah and other states that have minimum wages below $10 per hour.

5. The term "direct costs" mean the costs of supplies and related production costs.

6. The term "regional manager" means a person assigned to oversee our franchise stores. A regional manager may oversee up to 12 stores. This cost is covered out of the $2,000 per month management fee paid to our affiliate, subject to a yearly 15% increase.

7. The investor split is your share of the distributable available cash less the cost of the equipment lease payments, which will be counted as a distribution to you and offset against your share of the distributable available cash. Your share of the distributable available cash will be 80% until your capital contribution has been repaid in full, and after that, it drops to 49%.

You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information.

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

Other than the preceding financial performance representation, Dirty Dough Corporate Franchising LLC does 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 Bennett Maxwell at 2332 West 500 North, Suite N, Springville, Utah 84663, 801-420-0215, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	0	0	+0
	2020	0	0	+0
	2021	0	0	+0
Company Owned	2019	0	0	+0
	2020	0	1	+1
	2021	1	1	+0
Total Outlets	2019	0	0	+0
	2020	0	1	+1
	2021	1	1	+0

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

State	Year	Number of Transfers
Total	2019	0
	2020	0
	2021	0

Table No. 3
Status of Franchised Outlets
For Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at End of Year
Total	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0

Our affiliate Dirty Dough Franchising LLC offers Dirty Dough® Cookies franchises but not under the joint ownership model offered under this disclosure document. To date, it has sold 10 franchises throughout Arizona, Nevada, and Utah.

Table No. 4
Status of Company-Owned Outlets[2]
For Years 2019 to 2021

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Arizona	2019	0	0	0	0	0	0
	2020	0	1	0	0	0	1
	2021	1	0	0	0	0	1
Total	2019	0	0	0	0	0	0
	2020	0	1	0	0	0	1
	2021	1	0	0	0	0	1

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

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Arizona	0	5-10	3-4
Utah	0	10-25	5-8
Total	0	15-35	8-12

List of Franchisees

Exhibit "D" contains a list of our current franchisees. This is a new franchise offer and no franchises were sold, transferred, terminated, not renewed, reacquired or left the system at time of preparation of this disclosure document.

Disclosure of Franchisee Information

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

Sale of Previously Owned Outlet

We are not selling a previously owned franchised outlet now under our control.

Confidentiality Agreements

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

Franchisee Organizations

We do not know of any trademark specific franchisee organization associated with our system that is required to be disclosed in this item.

ITEM 21
FINANCIAL STATEMENTS

We are a start-up franchise. Our unaudited opening balance sheet dated March 10, 2022 is attached as Exhibit "C." Our fiscal year ends on December 31st of each year. The franchisor has not been in business for 3 years or more and cannot include all the financial statements required by the Rule for its last 3 fiscal years.

ITEM 22
CONTRACTS

We have attached the following contracts: as Exhibit "A," the Franchise Agreement and its Exhibits; as Exhibit "B," the Statement of Prospective Franchisee; as Exhibit "H," the Form Contribution Agreement, as Exhibit "I," the Form Amended Operating Agreement for the franchisee entity; as Exhibit "J," the Management Agreement; and as Exhibit "K," the Form Release Agreement. All other contracts and agreements are to be entered into with persons of your choice and therefore cannot be attached.

ITEM 23
RECEIPT

The last 2 pages of this disclosure document contain a receipt, in duplicate. The receipt is a detachable acknowledgement that you have received this Franchise Disclosure Document. Both receipts should be signed and dated by you. One copy should be returned to us, and you should keep the other for your records. If you do not sign this receipt via our electronic signature platform, then you need to send us a signed and dated copy. You may return the signed and dated receipt either by mailing it to us at 2332 West 500 North, Suite N, Springville, Utah 84663or by emailing it to us at franchise@dirtydoughcookies.com.

ADDENDUM TO THE DIRTY DOUGH® COOKIES FDD
STATE REGULATIONS

SCHEDULE "A-1"
TO THE FDD

EXHIBIT “A”
TO THE FDD

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

By and Between

DIRTY DOUGH CORPORATE FRANCHISING LLC

and

____
(Franchisee)

DIRTY DOUGH® COOKIES
FRANCHISE AGREEMENT

TABLE OF CONTENTS

DIRTY DOUGH CORPORATE FRANCHISING LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is entered into and made effective as of ______________________ by and between **DIRTY DOUGH CORPORATE FRANCHISING LLC**, a Utah limited liability company ("Franchisor" or "We," "Us" or "Our" as further defined in Article XXI below) and ____________________________________ ("Franchisee" or "You" or "Your" as further defined in Article XXI below).

WHEREAS, We have developed a system for the operation of a cookie and other dessert business known as Dirty Dough® Cookies, offering to the public cookies and other desserts, and other related products and services ("Franchise Business" or "Dirty Dough® Cookies Business"). The system Includes the Franchise Business, specific Marks, interior design, store layout and décor, color schemes, standards, Manuals, Recipes, processes, services, know-how, operating procedures and Marketing concepts, business formats, specifications for and the use of certain equipment, the sale of products, food and supply items, and the use of proprietary and Confidential Information and other Intellectual Property ("System" or "Dirty Dough System"); and

WHEREAS, You are desirous of entering into an agreement with Us so as to be able to obtain the rights to operate a Franchise Business using the System developed by Us.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

ARTICLE I
AWARD OF FRANCHISE

1.1 Award of Franchise. We hereby grant to You, and You accept, subject to the terms, conditions and obligations herein, the non-exclusive, non-sublicenseable personal right to establish and conduct a Franchise Business as a franchisee and the right to use the System and the Marks only as specifically set forth herein. This right is granted for use only at a single location approved by Us ("Premises") within Your Territory listed on Exhibit "A-1" ("Territory"). You must operate Your Franchise Business at the Premises within the Territory approved by Us in strict compliance with the terms and conditions of this Franchise Agreement and the Manuals.

1.1.1 Territory Rights. Except as set forth in Section 1.3 below, We will not establish or operate a traditional company-owned outlet, or grant to any person or entity a franchise within the Territory using the same or similar System as that licensed by this Agreement.

1.1.2 Population Increase. We have the right to adjust the boundaries of Your Territory if the population in Your Territory increases by 50,000 or more as measured from the date of this Agreement.

1.1.4 Territory Adjustment. In Our sole discretion and which approval can be withheld for any reason whatsoever, You may have the right to adjust the boundaries of Your Territory. You must request moving Your Territory in writing and give us at least 180 days' notice of Your desire to move Your Territory boundaries. In Our sole discretion, You may be required to attend an initial training program if You seek to adjust Your Territory. You must pay Us a Territory Adjustment Fee to cover Our costs to review Your request. See Exhibit "A-3." In addition, each of the terms for relocation of Your Premises also apply as more fully set forth below in Section 4.5, Including the required relocation fee.

1.1.5 Catering. You have the right to provide catering services within Your Territory. However, You must receive Our prior written approval to provide any catering services outside of Your Territory, and unless otherwise clearly indicated, such approval will only apply to a specific event, and You must seek Our prior written approval each time You desire to cater outside of Your Territory. No course of conduct of providing catering services outside of Your Territory will be construed as expanding Your Territory.

1.2 Scope of Franchise Operations. You must at all times comply with Your obligations hereunder and must continuously use Your best efforts to promote and operate Your Franchise Business.

1.3 Our Reservation of Rights. All rights not specifically granted to You in this Agreement are reserved to Us. Nothing contained herein prevents Us from granting the right to establish or operate, or Us establishing, owning and operating a Franchise Business or similar operation outside of the Territory. Furthermore, We and Our affiliates expressly reserve the right to sell, Market and distribute all Dirty Dough® Cookies products in Your Territory and elsewhere using other Marketing strategies and distribution channels Including the Internet, apps, Social Media, catalog sales, direct sales, retail or wholesale outlets, and/or co-branding with others without compensation to You. You may not sell Our products and/or services using such reserved Marketing strategies and distribution channels without Our prior written permission. You expressly acknowledge and agree that this license is non-exclusive, and that We retain, among other rights, the right, in Our sole discretion: 1) to establish and license others to establish and operate Dirty Dough® Cookies businesses outside the Territory; 2) to operate and license others to operate businesses anywhere that do not operate under the Dirty Dough® Cookies brand name; and 3) to sell and license others to sell products and services in the Territory through channels of distribution (Including the Internet) other than traditional Dirty Dough® Cookies outlets.

1.3.1 Non-Traditional Outlets. We reserve the right to open or sell franchises for outlets located in non-traditional locations. These outlets may Include locations at convention centers, sporting arenas, airports, or other similar locations.

1.4 Restriction of Rights. The rights and privileges granted to You under this Agreement are personal in nature. This Agreement is granted solely for the operation of a Franchise Business at the Premises and do not extend to the operation of a Franchise Business or any other use of the System from any other location within or outside Your Territory, or in any other manner, except as may be allowed by this Agreement. You cannot operate any other business from the Premises other than the Franchise Business.

1.5 National Accounts. We expressly reserve the right to sell, market and distribute the Dirty Dough® Cookies products and related products to all National Accounts, both within and without the Territory. A "National Account" is defined as a company with multiple units or outlets located in more than one geographical area or territory. We will designate if and how franchisees will sell or service National Accounts.

ARTICLE II
TERM AND SUCCESSOR FRANCHISE

2.1 Term. This Agreement will be effective when executed by both You and Us. The franchise term will be for a period of 10 years unless terminated earlier pursuant to Article XI herein. However, at the time You sign a lease for the Premises, the term of this Agreement will be extended to coincide with the expiration date for Your Lease, so long as such Lease is approximately 60 months unless otherwise agreed in writing by Us. If We are required by law or otherwise to give You notice before the Termination of this Agreement and fail to do so, this Agreement will remain in effect from month-to-month until We have given the required notice.

2.2 Successor Franchise. If You are not in default of the terms and conditions hereof and have: 1) complied with and timely met material terms and conditions of this Agreement throughout the initial term; 2) complied with Our material operating and quality standards and procedures and any required modification to such standards and procedures; 3) timely paid all monetary obligations owed to Us during the term of this Agreement; and 4) You are not subject to any pending litigation or governmental proceeding which could have a material adverse effect upon You or Your Franchise Business, You have the right to be awarded a successor franchise ("Successor Franchise") upon the expiration of the original term for an additional term of 10 years by giving Us written notice at least 6 months and not more than 12 months prior to the expiration date of the term hereof. Your failure to give such notice will constitute an election not to enter into a Successor Franchise Agreement (defined below). If You fail to enter into a Successor Franchise Agreement for any reason but continue to operate Your Franchise Business, at Our election, You will be deemed to have renewed on a month-to-month basis, requiring You to abide by Our then-current Fees. In addition to Our rights to terminate as set forth in Article XI, Your month-to-month Franchise Business may be terminated by Us upon 30 days' prior written notice to You for any reason whatsoever.

2.2.1 Commencement Date for Successor Franchise Term. Unless another date is specified in a Successor Franchise Agreement, which date will supersede, said Successor Franchise term, Including, any month-to-month term, will commence on the day following the expiration date of the initial or applicable Successor Franchise term.

2.2.2 Notice of Non-Approval. Upon receiving Your election to enter into a Successor Franchise, We will have 45 days to provide written notice in the event You do not qualify for a Successor Franchise or as otherwise required by law.

2.2.3 Successor Franchise Agreement. If approved as a Successor Franchise, You must execute Our then-current form of Our successor franchise agreement ("Successor Franchise Agreement"), Including personal guarantees and to sign a general release of all claims against Us arising from this Agreement, the relationship created herein, and Your Franchise Business. If You fail to execute such a release, the signing of the Successor Franchise Agreement will be the equivalent of the granting of such a release. The Successor Franchise Agreement will supersede in all respects the terms and conditions of this Agreement, and You will be obligated to pay royalties and other continuing Fees at the then-existing levels required to be paid by new franchisees. You must sign and return to Us the Successor Franchise Agreement within 90 days prior to the expiration of this Agreement, or You will, at Our election, be deemed to have withdrawn Your request to enter into a Successor Franchise Agreement, and this Agreement will Terminate at the expiration of the term then in effect. **It is acknowledged by You that You will be bound by the form of the Successor Franchise Agreement in effect at the time which may contain Fees and charges, territorial, and other changes in material provisions different from those contained in this Agreement, Including terms affecting payments to Us or Our affiliates.**

2.2.4 Successor Franchise Fee. [Intentionally omitted].

2.2.5 Upgrading Your Franchise Business. As a condition to Us approving You entering into a Successor Franchise Agreement, at Your expense, You are required to reasonably renovate, remodel, redecorate, redesign, refixture, upgrade, and/or otherwise refurbish Your Franchise Business and Premises to the extent and in the manner specified by Us to conform with and bring it up to the standards and image as We determine. Unless otherwise waived by Us, such improvements must be made within six months of signing the Successor Franchise Agreement. You will make all necessary arrangements to continue the occupancy of Your existing Premises through the Successor Franchise term(s) unless We give written permission to relocate Your Premises.

2.2.6 Successor Franchise Training. As a condition to Us approving You entering into a Successor Franchise Agreement, Your designated manager(s) may also be required to attend and successfully complete trainings, certifications and other programs at such times and locations as We specify. You may be required to cover the expense of travel, meals, lodging, and other related costs for such training.

ARTICLE III
INTELLECTUAL PROPERTY

3.1 Intellectual Property and Confidential Information. You acknowledge that: 1) We have the sole rights in and to the Intellectual Property and Confidential Information; 2) Your right to use the System is granted by Us solely pursuant to the terms of this Agreement; and 3) as between You and Us, We have the sole right to license and control Confidential Information and Intellectual Property. Our Intellectual Property and Confidential Information provided to You by or through Us will remain Our sole property. You acknowledge that Our Confidential Information and Intellectual Property unique and/or confidential and contain trade secrets and other material proprietary to Us.

3.2 Use of Confidential Information and Intellectual Property. You have a non-exclusive right to use the Confidential Information and Intellectual Property and only in connection with Your Franchise Business and in accordance with Our Manuals and this Agreement. You understand and agree that the use of Our Confidential Information, Intellectual Property, and goodwill are all temporary benefits and expire with the Termination of this Agreement. You expressly covenant that during the term of this Agreement and after the Termination thereof, not to: 1) directly or indirectly contest or aid in contesting the validity of Our ownership of, or rights in, the Confidential Information or Intellectual Property; 2) in any manner interfere with or attempt to prohibit Our use of the Confidential Information or Intellectual Property and derivatives thereof or any other name, trademark or service mark that is or becomes a part of Our System; or 3) interfere with the use of Our Confidential Information or Intellectual Property by Our other franchisees or licensees at any time.

3.3 Our Marks. You acknowledge that as between You and Us, the Marks and derivatives thereof are valid trade names, trademarks and service marks owned by Us or licensed to Us.

3.4 Use of Marks. You shall only use Our Marks licensed by this Agreement and only with the letters "TM," "SM" or "®," as appropriate, approved and as instructed by Us, whenever and wherever such Marks are used. You may not use Your own name or any other name service or product in connection with any of Our Marks without Our prior written consent. You are prohibited from using any Mark in connection with the performance or sale of any unauthorized service or product. You cannot use the Marks in any manner that would or may cause the Marks or the System to be subject to any ill repute or negative publicity. You cannot use the Marks on any inter-company documents to identify Your Franchise Business or entity (Including in or on employee manuals, handbooks, emails, letterhead) or on business checks or bank accounts. All communications with Your employees must be under Your entity name.

3.4.1 Cooperation. You shall execute any and all additional papers, documents and assurances in connection with the Marks as reasonably requested by Us and agree to cooperate fully with Us and any of Our other franchisees or licensees in securing all necessary and required consents of any state agency or legal authority for the use of the Marks or any other name, trademark, service mark, logo or slogan that is now or later becomes a part of Our System. You shall immediately notify Us as soon as You become aware of any infringement or apparent or alleged infringement of the Marks, Our Confidential Information, or any part of Our Intellectual Property.

3.4.2 Use in Marketing. The use of the Marks in Marketing is set forth in Article X.

3.4.3 Modification of Marks. We have the right, in Our reasonable discretion, to require You to change, modify or discontinue the Marks or to use one or more additional trademarks, service marks, logo types and/or other symbols in connection with the operation of the Franchise Business. In that event, You must bear the cost of using such additional or modified Marks or items in accordance with Our reasonable directives.

3.4.4 No Registration. You cannot make application for registration or other protection of any of the Marks, or any other trademarks, service marks, symbols, names, slogans, logos, trade names or any items that are similar or derivatives therefrom in any jurisdiction without Our prior written consent and then only upon the terms and conditions specified by Us in connection therewith.

3.5 Copyrights. All right, title and interest in and to Copyright Materials are Our sole and exclusive property and cannot be reproduced or replicated either during or after this Agreement. You have no rights to make any direct or indirect use of the Copyrighted Materials except as allowed under this Agreement. Notwithstanding the above, as of the date of this Agreement, an unrelated third party claims copyright ownership in our current Dirty Dough logo. You may be required to change the logo (Including on signage and Marketing) and stop all use of the current logo at Our request.

3.6 Sole Control. As between You and Us, We will have the sole control over any legal or administrative action concerning the Confidiential Information and Intellectual Property. You must promptly notify Us in writing of any unauthorized use of Our Confidential Information and Intellectual Property, or of any claim, demand or suit by any person, corporation or other entity based upon or in connection with any of Our Confidential Information and Intellectual Property licensed hereunder in which We have an interest. In the event We undertake the defense or prosecution of any litigation pertaining to any Confidential Information or Intellectual Property, You agree to execute any and all documents and do such acts and things as may, in the opinion of Our counsel, be necessary to carry out such defense or prosecution. If We fail to undertake action within a reasonable time after receipt of Your notice regarding any such claim, demand or suit, then You may, with Our prior written consent (but You will not have the obligation), undertake the defense of any such proceeding and will do so at Your sole cost and in strict coordination and oversight with Us. You may not do any act or make any claim which is contrary to or in conflict with Our rights in Our Confidential Information or Intellectual Property.

3.7 Goodwill. You acknowledge that valuable goodwill is attached to the Marks and System, and that We have invested and continue to invest time and capital into promoting the System and that such promotion creates goodwill and customer association which benefits Us, You, and all other franchisees in the System. Furthermore, even goodwill associated with the Marks and System that might be deemed to have arisen through Your activities is Our sole property and inures directly and exclusively to Our benefit, except as otherwise provided herein or by applicable law.

3.7.1 Customer Data. All Customer Data is Our sole property and inures directly and exclusively to Our benefit. You have a royalty-free, non-exclusive right to use the Customer Data during the term of this Agreement. You must provide Us copies of all Customer Data upon request. You must abide by all applicable laws pertaining to the privacy of consumer, employee and transaction information, and if We allow You to use the Customer Data to transmit advertisements to customers and potential customers, You are solely responsible to comply with the laws pertaining to the sending of emails or other transmission of information, Including any anti-spam legislation.

3.8 Ficticiuos Business Name. You must not use Our Marks or any other name similar thereto in the name of any partnership or entity owned or formed by You, whether to own or operate Your Franchise Business or otherwise. However, within 30 days of signing this Agreement, You must file for a certificate of assumed or fictitious name or a "doing business as" name ("DBA") using our Marks as designated by Us, and in the manner required by state law so as to notify the public that You are operating Your Franchise Business as an independent business pursuant to this Agreement and must Include Your assigned franchise designation in such filing. You must provide Us with a copy of Your DBA registration and/or certificate upon receipt of the same, and upon Our request from time to time. shall

3.9 Maintaining Secrecy. You shall: 1) fully and strictly adhere to all security procedures prescribed by Us in Our sole discretion for maintaining the secrecy of Our Confidential Information; 2) disclose such information to Your employees only to the extent necessary to Market Our products and services and for the operation of the Franchise Business in accordance with this Agreement; 3) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Us; and 4) exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the term of this Agreement.

3.10 Changes to the System. You shall fully disclose all Innovations to Us, without disclosing the Innovation to others and shall obtain Our written approval before using or implementing the Innovation. All Innovations are owned by Us and considered a "work-for-hire" as defined in Section 101 of Title 17 of the United States Code (the "Copyright Act"). If all or part of any Innovation that You create is for any reason deemed not to be a work-for-hire, then You hereby irrevocably transfer and assign to Us or Our affiliate all right, title, interest and ownership, Including license rights, in the Innovation, and You agree to execute any document necessary to effectuate the transfer and assignment. To the extent You have any moral or similar rights in an Innovation or derivative thereof, You expressly waive those rights. Any Innovation may be used by Us and all other franchisees without any obligation to compensate You. We reserve the right to make application for and own Intellectual Property relating to any Innovation, and You will cooperate with Us in securing these rights. We may also consider an Innovation as Our trade secret. At Our discretion, We may authorize You to utilize Innovations that may be developed by You, Us, or other franchisees.

3.11 Association with Causes or Co-Branding. You cannot, without first receiving Our written approval, in the name of the Franchise Business or in any manner associated with the

Marks: (i) donate money, products, or services to any charitable, political, religious, or other for-profit or non-profit organization, or (ii) act in support of any such organization. You cannot "co-brand" or use the Marks or Your Franchise Business to associate any other business activity in a manner which is likely to cause the public to perceive it to be related to or sponsored by the System.

ARTICLE IV
CONSTRUCTION, COMMENCING OPERATIONS AND LEASE

4.1 Location of Premises. You must not commit to purchase or lease any real property or commence construction unless and until You have Our written approval of the proposed location.

4.1.1 Location Approval. We must approve Your proposed site. However, it will be Your responsibility, at Your sole cost and expense, to select the site within Your Territory. **We do not prepare demographic studies or otherwise evaluate the need for Our products and services in Your Territory, nor do We provide You with a site checklist or other similar information, and We do not warrant or guarantee the success of the site.** Site approval should be completed by Us within 10 business days after You have notified Us that You have selected a proposed site.

4.2 Lease. We do not assist You in negotiating the purchase or the Lease. We have the right to review all leases relating to Your Franchise Business prior to execution. You must also deliver an executed copy of the Lease to Us within 15 calendar days after execution.

4.2.1 Assignment of Lease. You hereby assign and transfer all rights and interest in and to the Lease to Us to be effective upon Our election when this Agreement Terminates. In such event, We will have the right, but not the obligation, to accept the assignment and assume the Lease or execute a lease with You as provided below. We also have the right to assign the Lease to another franchisee. If You own the Premises, You hereby agree to lease the facilities to Us upon Termination of this Agreement at a rate not to exceed its fair market rental value, and on commercially reasonable terms and conditions. Your Lease must Include a provision allowing the assignment of the Lease to Us or Our nominee, at Our option, in the event this Agreement is Terminated for any reason. You and Your Landlord are also required to complete and sign the landlord's consent and lease rider attached as Exhibit "A-6" and Schedule "A-6.1" to Exhibit "A-6" respectively.

4.2.2 Assumption of Lease. We will have 15 days from the date of Termination of this Agreement, to exercise Our right and option to take and assume the Lease for the Premises. If the option is exercised, We will notify You and the Landlord of Our exercise within the option period. In such event, You agree to bring all obligations under the Lease current as of the date of possession by Us as well as to indemnify Us against all losses and costs arising by virtue of, attributable to, or in any way related to the period of Your possession of the Premises. All taxes, utilities and rentals will be prorated between Us and You as of the date of Our possession. We will not be obligated to pay Your arrearages. After the date of possession, We agree to indemnify You against all Lease obligations solely attributable to the period of Our possession of the Premises. You agree that no compensation for the Lease is payable by Us to You unless the Premises are owned by You. The Lease will be transferred to Us without the payment of any kind to You by Us for the Lease other than the indemnification provided above.

4.3 Construction. Any construction of the Premises must be done in strict accordance with the specifications approved by Us, but it is Your responsibility to verify that the plans conform to federal, state and local laws. We do not provide physical assistance in the construction, remodeling, or decorating of Your Franchise Business.

4.3.1 Design of Premises. At Your own expense, and unless waived in writing by Us, You are required to follow Our design standards and specifications and follow Our interior and exterior design specifications. We provide You preliminary design plans for Your Franchise Business and We may require that You use a specific contractor to supply the build-out of Your Premises. You must adopt these plans at Your expense in accordance with local, state and federal laws, rules and ordinances, for Your specific Premises using a local architect. You are also responsible to obtain any required permits.

4.3.2 Setting up Premises. You agree to arrange the fixtures, signs, furniture and décor of the Premises in strict compliance with the format and color schemes recommended by Us and to strictly follow the Franchise System as outlined in the Our Manuals and to work with Our approved suppliers providing such items. In addition, We must approve Your Premises prior to opening. If any elements of the Premises do not meet Our specifications, You will, at Your cost, be required to make the required adjustments.

4.4 Relocation of Premises. You are not allowed to relocate Your Premises without Our prior written approval.

ARTICLE V
FEES AND REPORTS

5.1 Initial Franchise Fee. There is no initial franchise fee paid to Us.

5.2 Marketing Fee. You shall pay Us the weekly Marketing fee listed in Exhibit "A-3" for Our Marketing and promotion programs as further described in Section 10.1 below.

5.3 Access and Use of Financial Records. We or Our certified public accountants or other duly authorized agent, have the right during normal business hours to conduct computer and other audits and to examine and make copies of Your books, records, financial statements and sales and income tax returns, and You must keep complete and accurate books and records of the operation of Your Franchise Business.

5.3.1 Audit of Books and Records. In the event that any audit or investigation discloses a deficiency of 2% or more of the Gross Sales in the computation or payment of Fees due to Us, You shall immediately pay Us the amount of the deficiency, the appropriate Fee for late charges, and You shall reimburse Us for the total expense of the audit or investigation, Including the charges for the accountant and the travel expenses, room, board and other costs incurred in connection with the audit. Your failure to report Gross Sales for any time period or Your failure to retain and have available readable and organized required records will be deemed an understatement by more than 2%.

5.4 Application of Payments. We can apply any payments received from You to any past due or then-current indebtedness of Yours for any payments owing to Us.

5.5 No Refunds. The Fees set forth in this Agreement are not refundable.

ARTICLE VI
FRANCHISEE'S OPERATIONAL COVENANTS

6.1 Business Operations. In addition to other obligations, requirements and covenants set forth in this Agreement:

6.1.1 Compliance with Applicable Laws. You are solely responsible for ensuring compliance with all other applicable laws, ordinances and regulations or ruling of every nature whatsoever which in any way regulate or affect the operation of Your Franchise Business. You must also comply with federal, state, and local health and consumer protection laws and regulations governing the food service industry and concerning food preparation, handling, storage, truth in menu laws concerning menu item names and product labeling, nutritional claims, and local labor regulations, Including minimum age and minimum wage laws.

6.1.1.1 Licensing. You shall obtain and maintain all required permits and licenses for the operation of Your Franchise Business. You shall agree that We have not made and You have not relied on any representation that no licenses, or only certain licenses, permits, etc., are necessary in connection with the operation of Your Franchise Business. Included with this requirement is playing only music that is obtained through a reputable business provider for music.

6.1.2 Appearance; Customer Service. You shall establish and maintain the Premises in a clean, attractive and repaired condition and must give prompt, courteous and efficient service to the public and otherwise operate Your Franchise Business in strict compliance with Our System and policies, practices and procedures contained in the Manuals or otherwise communicated to You so as to preserve, maintain and enhance the reputation and goodwill of Our System. We reserve the right to require that Your employees comply with any dress code, Mark or other brand-related standards that We may require, and/or otherwise identify themselves with the Marks at all times in the manner We specify while on a job for Your Franchise Business. You shall arrange the fixtures, signs, furniture, and décor of the Franchise Business in strict compliance with the format recommended by Us.

6.1.3 Signage. You must have the number of interior and exterior signs as required by Us and according to Our specifications. All signs to be used on, in, or in connection with Your Franchise Business must meet Our specifications and must be approved in writing by Us prior to use by You. You shall maintain all signs in good condition and to undertake such repairs and or replacements at Your expense as We reasonably determine to be necessary. You are required to use the location's pylon/pole or monument sign if space is available. You understand and acknowledge that while You are required to purchase and display signage, Including signage displaying Our Marks, You do not own rights to use of the signs following Termination.

6.1.4 Management. Your Franchise Business must be managed by a designated manager who will be required to devote his or her full time, attention, and best efforts to the management and operation of Your Franchise Business.

6.1.5 Operational Hours. You shall operate Your Franchise Business seven days per week throughout the year (unless waived in writing by Us) and for 10 hours per day between the hours of 10am and midnight Monday through Friday or at the hours We may designate.

6.1.6 Remodel and Upgrades. You shall repair, refinish, repaint, remodel, modernize, redecorate, or otherwise refurbish Your Premises from time to time as We may reasonably direct, but not more often than every five years between required remodels and upgrades (except for required changes to the Marks, which We may require at any time) to conform to the building design, color schemes and presentation of trade dress consistent with Our then-current public image, Including, structural changes, remodeling, redecoration of the furnishings, fixtures and décor and such modifications to existing improvements as may be reasonably necessary, such that all locations will have a generally similar look and appearance. At Your sole expense, We can also require You to upgrade Your equipment at any time. You must complete all such updates and upgrades and otherwise remodel Your Franchise Business within the time frames required by Us. In the event You relocate Your Premises to a new approved location, or sign a Successor Franchise Agreement, You must bring Your new Premises up to Our then-current standards.

6.1.7 Your Employees. You are solely responsible for the hiring, firing, compensation, benefits, managing, and training of Your employees. We do not assist You in employment related decisions, or in creating any policies or terms and conditions related to the management of Your employees or their employment. The only training assistance We provide is the training of Your designated managers. All of Your employees must watch the applicable training videos related to brand and trademark quality controls required by Us. We may provide You with an employee guide or manual, but it will only be a sample of certain employment matters unless otherwise expressly provided by Us. It is Your responsibility to comply with local and federal labor and employment laws.

6.1.8 Insurance.

(i) Minimum Limit Requirements. You shall at all times during the entire term of this Agreement and at Your own expense keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated "A-" or better by A.M. Best & Company, Inc., which minimums may be adjusted from time to time in Our sole discretion:

Type of Insurance	Minimum Required Amount(s)
Commercial General Liability Insurance	$1,000,000 per occurrence and $2,000,000 in the aggregate, or leasehold minimum, whichever is greater; $300,000 damage to the premises; $5,000 premises medical; $1,000,000 personal and advertising injury limit; and $2,000,000 products and completed operations aggregate.
Property Insurance	100% of the full replacement cost against loss or damage from fire and other risks normally insured against in extended risk coverage. Special form in the amount of your inventory and must include the improvements and betterments to the store. Coverage should be replacement cost with no coinsurance. Agreed amount with the insurance company or waiver of coinsurance will suffice for the removal of coinsurance. Coverage must include business income on an actual loss sustained basis for 12 months. Flood coverage if applicable must apply. If building coverage is to be included all coverages noted above will apply.
Commercial automobile insurance	At least $1,000,000 occurrence limit (combined single limit for personal injury, including bodily injury or death, and property damage) for all owned, non-owned, and hired autos.
Employment practices liability insurance	$100,000 per occurrence.
Crime policy	$10,000 for employee dishonesty policy (written on a loss discovered basis). In addition, the policy must include robbery both in and out with coverage in limits of $5,000.
Umbrella insurance	$1,000,000 per occurrence.

Government Required Insurances	You must maintain and keep in force all worker's compensation and employment insurance on Your employees that is required under all federal and state laws.

These policy amounts are required minimums, but Your Lease may require higher amounts with which You are required to comply. In the event of damage to Your Premises covered by insurance, the proceeds of any such insurance must be used to restore the facility to its original condition as soon as possible (not more than 160 days) unless We consent otherwise in writing.

(ii) Policy Requirements. Other than worker's compensation, these policies must insure You and Us (Dirty Dough Corporate Franchising LLC) and Our nominees as additional insureds, without regard to any other insurance program that We may have in effect, against any liability that may accrue by reason of or relating to Your ownership, maintenance or operation of the Franchise Business wherever it may be located. These policies will stipulate that We will receive a 30-day written notice prior to, renewal or termination, and We must receive a 30-day notice of any modifications. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to Us must be furnished to Us together with proof of payment prior to You beginning operations and within 15 days of any request which We may make from time to time.

These insurance coverage requirements are only minimums. You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate. We may periodically increase the amounts of coverage required and/or require different or additional coverage.

6.1.9 Pricing. We may, to the degree permitted by law, suggest retail prices and specify maximum and/or minimum pricing You may charge for products and services. If We impose a maximum price for any product or service, You may charge any price for the product or service up to and Including the maximum pricing We impose, but You may not charge any price in excess of the maximum pricing. If We impose minimum pricing for any product or service, You may charge any price down to and Including the minimum pricing imposed, but You may not charge any price below the minimum pricing set by Us. Unless otherwise agreed to by Us in writing, You cannot advertise or promote prices lower than, or inconsistent with, Our suggested prices outside of Your Franchise Business Premises. Our pricing policies are intended to benefit the System as a whole and may not maximize Your profits.

6.1.10 Computer and POS System. At Your expense, You must purchase or lease the computer and point of sale ("POS") system and other computer hardware and software systems designated by Us in strict accordance with Our specifications. If We adopt a different computer system, POS system or other system in the future, You must adopt it at Your expense. You must modify and upgrade, all such items, at Your sole expense. You must provide Us full 24-hour/7-day a week access, Including online access, and the right to "upload" or "download" information to and from all POS, computer and other systems, and to the information and data contained in them. There is no contractual limitation on Our right to receive information through Your computer, POS or other systems. You must use software We designate from time to time. You hereby waive any claim against Us or Our affiliates for any loss, damage, liability or expense caused by or related to failures, errors, acts, omissions, or otherwise of any computer, POS, hardware or software system.

(i) Retention of Records; Accounting Systems. You must record all sales at the time of the sale in Your computer and/or POS system, or other sales recordation system approved or designated by Us. You must retain all POS and iPad records, charge account records, sales slips, orders, return vouchers, sales tax reports and all of Your other business records and related back-up material, tax returns and financial reports for at least five years following the end of the year in which the items pertain, Including after the Termination of this Agreement. You are required to follow Our accounting procedures, line items, and templates and charts of accounts as provided and updated in Our Manuals. You are required to use the accounting system and software designed by Us, and You are solely responsible for any fees associated with the use of such accounting system, and We will have independent access to Your account, which You cannot restrict at any time.

(ii) Merchant Account. At Your expense, You must participate in Our merchant account and other point of sale programs as set forth in Our Manuals.

(iii) Data Security Standards. At Your cost and expense, You must investigate and ensure that You comply with all payment card industry ("PCI") and data security standard ("DSS") standards, regulations, and requirements; however, We reserve the right to approve of the vendor You use for compliance. You must meet the requirements of, and comply with enhancements and changes to, the PCI and DSS and maintain PCI compliance with the current version of the PCI and DSS. We reserve the right to require an audit (and to designate the auditor) to verify compliance. You must reimburse Us for all costs related to the audit if You are not in compliance. You are responsible to use all required tools, systems, and vendors to complete ongoing PCI requirements, Including quarterly external security scans and annual self-assessment questionnaires. You are solely responsible for all costs relating to PCI compliance and data security issues, Including, security threats, breaches, and malware. It is Your responsibility to alert Us, not later than 24-hours following a suspected or confirmed data security breach, so that appropriate action can be taken to protect Customer Data and to notify relevant parties. You are not permitted to collect, store, transfer, etc., any unnecessary customer information.

(iv) Compliance Monitoring System. You are required to install a compliance monitoring system in Your Premises to protect Your Franchise Business. You are solely responsible for the monitoring, maintenance and upgrades to this system. We will have independent access to the compliance monitoring system, but Our access does not obligate Us to monitor Your Premises for safety or compliance. We do not regulate the type of compliance monitoring system and do not designate the specific type of compliance monitoring system You install, but it must have both inside and outside cameras and must be of sufficient capabilities to adequately protect Your Franchise Business, Your Premises and Your inventory. You are required to provide Us notice of its installation. By installing the compliance monitoring system, You and Your employees are waiving their right to privacy, and You agree to include a provision in all Your employment applications and other applicable documents requiring Your employees to sign and waive their right to privacy with respect to the use of any compliance monitoring system. You agree to indemnify and hold Us harmless from and against any claim related to Your compliance monitoring system.

6.1.11 Conferences and Seminars. In Our discretion, We may hold annual conferences or seminars on a regional or national basis for all franchisees in good standing. These meetings will enable franchisees to come together to discuss improvements, new developments, mutual concerns and resolve business matters. The conferences and seminars may be held at various locations chosen by Us. We may conduct additional conferences and/or seminars to discuss information relevant to Your Franchise Business as determined by Us. If held, Your designated manager may be required to attend, and You must pay all registration fees We may impose together with all travel, lodging, food, and other expenses for each of Your attendees.

6.1.12 Required Software. You must use and pay for all software as required by Us, which may be changed from time to time.

6.2 Quality Control.

6.2.1 Correction of Defects. Should We notify You at any time of defects, deficiencies or unsatisfactory conditions in the appearance or conduct of Your Franchise Business, You shall immediately correct any defect. You shall establish and maintain an image and reputation for Your Franchise Business consistent with the standards set forth in this Agreement, in the Manuals, or as otherwise specified by Us.

6.2.2 System Compliance. You shall strictly follow Our System, the Manuals, Recipes, and other directives promulgated or provided by Us from time to time and to promptly implement such changes in Your Franchise Business and to act in good faith in all Franchise Business and System matters and dealings. We may approve exceptions or changes from the uniform standards which We, in Our sole discretion, believe necessary or desirable.

(i) Email Address. You must at all times use and maintain the email address provided by Us or approved by Us for use in relation to Your Franchise Business, frequently checked by You to facilitate Our communications, and that You must use as the sole email for all Franchise Business-related communications and accounts. Use of an unapproved or private email account for business reasons related to Your Franchise Business is prohibited. If You are allowed to maintain Your own Social Media accounts, all such marketing or Social Media accounts must be attached only to the email address We provide to You or that is approved by Us.

(ii) Incentive Programs. If We adopt a loyalty, coupon, gift, or other discount or incentive program, You are required to implement such program in Your Franchise Business, which may Include access to a bank account established by You for card charges made through other franchisees.

(iii) Modifications. We have the right to modify, delete, add to and otherwise make systematic and other changes to the System, Intellectual Property, Manuals and operations, etc. We may issue new specifications and standards for any aspect of Our System, or modify existing specifications and standards, at any time by revising Our Manuals and/or issuing new written directives (which may be communicated to You by any method We choose). You must accept, comply with, use, and implement any and all such changes to the System or operations. The modifications may obligate You to invest additional capital in Your Franchise Business and to incur higher operating costs. You must incorporate all such modifications within the time periods that We specify. Other than modifications due to health or governmental mandates or guidelines, or public concerns, We will not obligate You to invest additional capital at a time when the investment cannot in Our reasonable judgment be amortized during the remaining term of this Agreement. You are prohibited from making modifications to the System or Your Franchise Business without Our prior written approval.

(iv) Inspections and Visits. We may conduct periodic evaluations, inspections, and audits of all aspects of Your Franchise Business at reasonable intervals by Our duly authorized representative for compliance with the System, reporting, customer service and the standards and procedures set forth in the Manuals. These inspections may be conducted in person or through remote access such as vide10.o or live video conferencing. Our inspections may Include Your Premises, vehicles, business records, operating procedures, reports, computer drives, electronic storage devices, POS system, account records, tax records, etc. Immediately upon Our request, You must provide to Us video and/or images of the interior and exterior of Your Premises, and any specific pieces of equipment or other areas of the Premises as may be more fully set forth in the Manuals. You will be charged a Fee (see Exhibit "A-3") if You fail to comply with the System after an inspection and notice, and We reasonably determine a re-inspection is necessary.

6.2.3 Interim Management. We have the right, based on Your defaults or poor performance (or as set forth in Section 14.10), to step in to manage Your Franchise Business for a period of time, as We deem advisable for a Fee. See Exhibit "A-3".

(i) Operations, Access to Information and Operating Account. During the Interim Management Period, You hereby grant Us authority to assist You in managing any or all aspects of Your Franchise Business. We will work directly with Your manager, and We may require additional training for Your manager, employees and other contracted personnel. You shall cooperate to provide Us with all pertinent information regarding Your Franchise Business and access to the applicable operating accounts to enable Us to efficiently assist with management operations. All accounts must remain in Your name during the Interim Management Period, but You shall add Us or Our representative as a co-signer on certain accounts. You shall cooperate with Us in communicating with all vendors and suppliers related to Our interim management. You hereby grant Us permission to speak directly with Your landlord and suppliers, banks, IRS, state agencies, creditors, etc., regarding Your Franchise Business, and You shall cooperate with Us to facilitate such communication. We may require You to establish a new bank account for Your Franchise Business during the Interim Management Period into which all operating income will be deposited. You and We (at Our option) will have authority over this account, and You or We will make payments on Your accounts payable as cash is available, but only with Your prior authorization and direction. You are ultimately responsible for all operating costs both before and during the Interim Management Period. You shall provide Us with a list of all accounts payable with direction on which accounts are to be paid, but with the understanding that all taxing authorities will be paid first. Any excess funds in the Operating Account or any new account after all applicable costs and Fees have been paid and after an additional amount has been set aside sufficient for the Franchise Business to fulfill its business purposes as determined by Us, will be transferred to You monthly. We may provide monthly internal profit and loss statements to You. We have no obligation to infuse capital into Your Franchise Business, but if We do, such amounts will be treated as a loan, which must be repaid within an agreed upon time and bear market interest as agreed. We have the right to direct Your employees and contract personnel during the Interim Management Period. Both You and We agree that in no way does Our interim management create a relationship of trustee, beneficiary or any type of fiduciary relationship over or in relationship to Your Franchise Business.

(ii) Your Obligation to Cure. During the Interim Management Period, You are obligated to cure all applicable defaults within the applicable cure periods as set forth in this Agreement. We have the right to terminate this Agreement during the Interim Management Period for defaults not cured within the applicable cure periods.

You must also pay all travel, lodging, food and other expenses for our representative(s) and other expenses that may be incurred by us to perform such services, plus royalties, advertising fees and other applicable fees.

6.2.4 Mystery Shopper Service. We reserve the right, from time to time, at Our expense and without prior notice to You, to evaluate the operation and quality of Your Franchise Business through the use of a secret shopper service provided by Us or a third-party. We may use such service evaluations to inspect Your Franchise Business at any time. We may make the results of any service evaluation available to You, in Our sole discretion.

6.3 Standards and Control. Any required standards exist to protect Our interest in the System and the Marks and not for the purpose of establishing control or duty to take control over those matters that are reserved to You.

6.4 Required Notices. You shall provide Us with prompt notice (within 5 business days of receipt) of any default with regards to late payment of any taxes, government fines, payments owning to any vendors, landlords, or amounts owing to employees or contractors.

6.5 Non-Contravention; Non-Disparagement. You shall not undertake any action or inaction to circumvent, contravene, or undermine the purposes of this Agreement. Additionally, during and after the term of this Agreement, You shall not, in any way, form, or medium, disparage Us, the System, or Our officers, owners, partners, directors, members, managers, representatives, agents or employees.

6.6 Non-Delegation. You may not outsource to a third party, any part of Your obligations to Us or services to customers, Including to another franchisee, without Our prior written approval.

ARTICLE VII
FRANCHISOR'S OPERATIONAL ASSISTANCE

7.1 Layout and Design. We shall provide You with general specifications for the Premises layout, signs, equipment and interior décor.

7.2 Suppliers and Products. We shall provide You with a list of specifications for approved products and a list of approved suppliers. We may add to or discontinue working with any of Our suppliers. There is no guarantee or promise that the relationship with any of Our current suppliers will continue or be available to the System.

7.3 Operations Assistance. We do not provide You with an initial training program. However, We shall furnish You with guidance relating to the general operation of Your Franchise Business and upon Your reasonable request, make Ourselves available to consult with You by telephone, email, video conference, teleconferences, or website posting during regular business hours during the continuing operation of Your Franchise Business. We are not required to provide in-person assistance to You. If You feel in-person training is needed (such as management training), We will provide such training or assistance to You based on advance notice, availability of personnel, and Your payment of a per day, per person Fee. See Exhibit "A-3."

7.4 Additional Guidance. Additional guidance, at Our sole discretion, will be furnished in the form of written Manuals, videos, audio recordings, bulletins or other written materials, telephone consultations and/or consultations at Our offices or at Your Franchise Business in conjunction with an inspection of Your Franchise Business. We have the right to communicate directly with Your designated managers and assistant managers concerning operational matters that We reasonably believe may affect Our goodwill, Marks, or the System.

7.5 Non-Compliance. We may deny any or all of the above services to You while You are in default of this Agreement or any related agreement with Us or an affiliate.

ARTICLE VIII
PURCHASE OF PRODUCTS AND EQUIPMENT

8.1 Approved Products and Services; Suppliers. You shall purchase, use, provide, and sell only those goods and services that meet Our specifications and/or that are purchased from approved suppliers in accordance with Our Manuals. You shall promptly add, remove, or modify any good or service immediately upon notice from Us. You are prohibited from selling, leasing, or offering any goods or services not authorized by Us in writing. For the purpose of this Article, “goods” means any product, good, equipment, tool, item, etc.

8.2 Your Purchases. You are required to obtain by purchase or lease all inventory, supplies, equipment, uniforms etc., in accordance with Our specifications and as may be necessary for proper and efficient operation of Your Franchise Business, and to maintain such items in good working order. For training on items purchased from a supplier, You must consult with the respective manufacturer or supplier of those items. You shall purchase all designated goods and services from sources designated or approved by Us. For delivery and installation, You are required to work directly with the manufacturer or services of these items. We do not offer assistance in delivery or installation of any required or approved purchases. We or Our affiliate have the right to derive revenue from the sale of required goods and services through mark-ups in prices We charge to You for goods and services purchased from Us or an affiliate, or We or an affiliate may receive compensation or discounts from the supplier for Your purchase of such goods and services. No compensation is due to You for compensation or discounts We receive from suppliers.

8.3 Unapproved Suppliers. We do not allow You to petition Us to use non-approved suppliers.

8.4 Equipment. You shall maintain all inventory and equipment in good working order. For problems and training for equipment purchased from a supplier, You must consult with the respective manufacturer or supplier of those items.

8.5 Warranties. You shall look to the respective manufacturers or suppliers for issues related to warranties for any third-party goods purchased for Your Franchise Business. We will replace defective items purchased directly from Us pursuant to Our standard limited warranty, if any.

ARTICLE IX
MANUALS

9.1 Manuals. We shall loan You a copy or provide electronic access to Our Manuals. You may not copy any part of the Manuals either physically or electronically. The Manuals are confidential and remain Our property. The Manuals may be used by You only in association with Your Franchise Business and only during the term of this Agreement. We have the right to revise the Manuals at Our sole discretion. You must promptly and continuously comply, at Your expense, with all provisions of, and modifications to the Manuals. The master or most updated copy of the Manuals maintained by Us will be controlling in the event of a dispute relative to the contents of the Manuals.

9.2 Standards and Procedures. We may establish performance procedures, standards and specifications, Recipes for products, services and Marketing (“Standards”) for the operation of Your Franchise Business and the products and services provided, and which will become part of the Manuals and System. We may change these Standards at Our discretion, and You must strictly follow and implement all such Standards within the periods required by Us.

ARTICLE X
MARKETING

10.1 Marketing Fund. You shall contribute to Our national Marketing and brand development fund ("Advertising Fund") for such Marketing or public relations programs as We, in Our sole discretion, may deem necessary or appropriate to Market and promote the System. The Fees for the Marketing Fund are listed in Exhibit "A-3."

10.1.1 Marketing Fund Administration. We will direct all such programs, with sole discretion over: 1) the creative concepts, materials, endorsements and media used in connection with such programs; 2) the source of the Marketing or public relation efforts; 3) the placement and allocation of such programs; and 4) the composition of all geographic territories and market areas for the development and implementation of such programs. The Marketing Fund can be operated through an entity separate from Us that has all of Our rights and duties relating to the Marketing Fund. We are not liable for any act or omission with respect to the Marketing Fund or otherwise that is consistent with this Agreement or which is done in subjective good faith. The Marketing Fund may be used, in Our reasonable discretion, to reimburse Us for costs related to the administration of the Marketing Fund and any promotion and Marketing efforts intended to benefit the System. We have the right to loan money to the Marketing Fund to cover any deficits. The Marketing Fund is not in the nature of a trust, fiduciary relationship or similar special arrangement, and We disclaim any such relationship.

10.1.2 Use of Marketing Fund Fees. We may use the Marketing Fund to offset a portion of direct costs to manage and maintain the Marketing Fund, Including the payment of staff salaries and other expenses for those employees who may be involved in Marketing Fund activities. We may receive payment for providing goods or services to the Marketing Fund.We reserve the right to use fees from the Marketing Fund to place Marketing in national or regional media. We are not required to spend any amount on Marketing directly in Your area or Territory, and We do not have any obligation to ensure that expenditures are or will be used equally in each region or that they will be equivalent to contributions to the fund by other franchisees operating in any geographic area. We make no representations that Marketing expenditures will benefit You or any other franchisee directly, on a pro-rata basis, proportionally, or at all. Any unused Marketing funds in any calendar year will be applied to the following year's fund. You may request an unaudited annual report of Marketing expenditures within 90 days of the end of each year.

10.3 Local Marketing Requirement. At this time there is no requirement that You spend any amount on local marketing. However, We strongly recommend You spend the recommended minimum to Market locally as set forth in Section 5.3.2. Upon 60 days' written notice to You, We have the right to require local Marketing and to increase the amount. In addition and upon request, You must submit an itemized report to Us documenting proof of expenditures for local Marketing in a form We may require.

10.4 Sample Marketing and Promotional Materials. We may provide You samples of Marketing and promotional materials developed by Us from time to time. In the event We develop such Marketing materials, You will receive one copy (digital or hard as determined solely by Us) at no cost to You. Additional copies will be made available at cost, plus 10%, plus shipping and handling.

10.5 Your Obligations to Market. Neither We nor You are restricted from Marketing Your Franchise Business in the Territory. Except for the rights expressly given to You, there will be no limitation on Our rights to deal with potential or actual customers located anywhere. You are prohibited from engaging in direct Marketing outside of Your Territory as more fully set forth in the Manuals.

10.5.1 Development of Marketing. You are not allowed to develop Marketing or promotional materials. Any future changes to this policy will be made in the Manuals.

10.5.2 Marketing Compliance. All Your Marketing and promotional activities must be done in strict compliance with Our Manuals and in good taste and must reflect favorably upon Us and the System. You shall participate in all Marketing, email, and other programs as developed by Us, Including the collection of Customer Data and participation in using and promoting apps, as developed by Us and as directed in Our Manuals.

10.6 Internet and Social Media You must strictly comply with Our policies and procedures regarding websites, Social Media sites, and Internet marketing.

10.6.1 Use of the Internet. At this time We control all Dirty Dough® Cookies-related websites, apps, and Social Media and will have exclusive control over other similar electronic media whether now or later developed. You are prohibited from use of or obtaining any domain name consisting of all or any part of the Marks, or that would be confusingly similar to all or any part of the Marks without Our prior written permission. You are prohibited from having a website or Social Media page that promotes Your Franchise Business. You may not engage in Marketing on the Internet, Including posting items/services on third-party re-sell or auction style websites, Including eBay, Craigslist, Amazon, or use of apps, without Our prior written permission. You may claim Yelp and Google Reviews pages specific to Your Premises and Franchise Business but must immediately provide Us with administrative access and passwords for any such accounts. You are required to manage online reviews for Your Franchise Business. We also have the right but not the obligation to manage all online reviews for Your Franchise Business. Currently, We do not charge a fee to maintain the Dirty Dough® Cookies website, but We have the right to do so in the future.

10.6.2 Social Media We will own and control all Social Media. In the future We may allow You to create and/or manage Social Media for Your Premises and Franchise Business, but in such a case all Social Media must strictly comply with Our policies and procedures, and You will be required to provide administrative access and all current and accurate login and password information. We can alter, remove, or require that You alter or remove a post at any time. We reserve the right to restrict your use of social media at any time for any reason.

ARTICLE XI
BREACH AND TERMINATION

11.1 Default and Termination. We may terminate this Agreement before the expiration of its term if You breach this Agreement and fail to cure, if curable. If curable, You must cure a default within the time periods set forth below after receiving notice of default. If the default is one which is incapable of cure, Termination is effective as of the date of the notice of default.

No Cure Period:

A. Insolvency. You become insolvent or commit an act of bankruptcy or make a general assignment for the benefit of creditors or to an agent authorized to liquidate Your property or assets, or become or are adjudicated bankrupt, or voluntarily file a petition in bankruptcy or for reorganization.

B. Repeated Breaches. You repeatedly breach (defined as three or more times during the term of this Agreement) the same or different conditions of this Agreement or the Manuals within a 12-month period.

C. Unauthorized Use. You use Our Confidential Information or Intellectual Property other than in connection with the operation of Your Franchise Business.

D. Public Safety. Your maintenance or operation of Your Franchise Business results in a threat or danger to public health or safety.

E. Misrepresentations. You make any material misrepresentations relating to the acquisition of the Franchise Business or You engage in conduct, which reflects materially upon the operations and/or reputation of Your Franchise Business or the System in an adverse manner.

F. Abandonment. You abandon Your Franchise.

G. Unauthorized Transfer. You attempt to Transfer all or any part of this Agreement, Your Franchise Business, or any material portion of the property associated with Your Franchise Business, or an unapproved percentage of Your franchise entity, or You attempt to purport to sublicense to another any of the rights licensed to You hereunder, or You otherwise fail, refuse or neglect to obtain Our prior written consent or approval required hereunder.

H. False Reporting. You knowingly or intentionally conceal revenues, maintain false books, or records or submit any false report or payment or otherwise defraud Us.

I. Crimes and Adverse Behavior. You commit or are convicted of or plead guilty or no contest to, a felony, a crime involving moral turpitude, or any other crime, offense or behavior that We believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Our interest therein; You make disparaging remarks against Us, Our management, employees, the System, or Our brand to Our other franchisees or in a public forum, Including radio, television, newspapers, the Internet, or Social Media; or You engage in conduct that, in Our good-faith estimation, does or could reflect negatively upon the operations and/or reputation of Your Franchise Business, the System, or Us.

J. Unauthorized Competition. You fail to comply with the covenant not to compete during the term of this Agreement or intentionally or recklessly disclose or use the contents of the Manuals, trade secrets or confidential or proprietary information provided to You by Us in violation of this Agreement.

K. Termination of Lease Agreement. Your Lease for the Premises is terminated.

L. Illegal Drug Use/Intoxication on the Job. You or Your officers, directors, members, managers or principals use illegal drugs or abuse prescription medication or refuse to submit to a drug test. Additionally, You are found on the Premises or at any training intoxicated whether by use of alcohol, illegal or legal drugs.

M. Failure to Obtain Financing. You fail to qualify for or fail to receive the necessary financing to open and operate Your Franchise Business.

N. Unauthorized Modification. You modify in any degree by adding to or taking from or changing the contents or flavor of any Recipe or other proprietary food items as well as using any substitute ingredients or procedures in violation of the Manuals or this Agreement.

O. Termination of Another Agreement. Another agreement between Us or an affiliate of Ours and You or with an affiliate of Yours is terminated.

15-Day Cure Period:

P. Failure to Pay. You fail to pay any Fee or an amount due to Us, any of Our affiliates, or other designated, approved or other suppliers or assigns, within the time period specified for such payments by this Agreement, the Manuals or an agreement specifying the payment concerned.

Q. Failure to Accurately Report. You fail to accurately report or fail to submit any reports or records required under this Agreement or the Manuals.

R. Default Notice of Lease Agreement. You receive a notice of default under Your Lease.

S. Act in Contravention. You perform or undertake any action to undermine or circumvent this Agreement, the System, or Us.

30-Day Cure Period:

T. Other Breaches. Except as otherwise provided herein, You fail to comply with any other provision of this Agreement or the Manuals.

11.1.1 Adequate Assurance. When reasonable grounds for insecurity arise with respect to the performance of Your obligations under this Agreement, We may demand adequate assurance of due performance, and, until We receive such assurance, We may reasonably suspend any performance of Our obligations. Failure to provide Us with adequate assurances within 30 days, when properly demanded, will be considered a default of this Agreement for which no additional cure period will be granted.

11.2 Event of Default. In the event of any default by You, We will give You written notice of default specifying the default(s) and, if curable, state what You must do to cure the specific default(s) within the cure period. In the event of a default by You, all of Our costs and expenses arising from such default(s), Including reasonable legal fees and reasonable charges for Our employee's time related to the default(s) must be paid to Us by You within 10 days following Our demand for payment. We have the right to ACH Our estimated costs and expenses.

Notwithstanding anything to the contrary herein, We have the right, to be exercised in Our sole discretion, to grant You an extended period of time to cure. Any such extension will not be construed as a waiver of Our rights in the future.

11.3 Failure to Cure. If You fail to cure any default within the time period allotted, We may proceed to enforce any or all of the following non-exclusive remedies in accordance with this Agreement, and the pursuit of any one remedy will not be deemed an election or waiver by Us to pursue additional remedies:

11.3.1 Actionable Claim. Bring an action or claim for the balance of any monies due hereunder, Including penalties and interest as provided for in this Agreement and for all other damages sustained by Us as a result of Your breach of this Agreement. As part of any such action, We may accelerate the balance of any outstanding installment obligation due hereunder and bring an action for the entire accelerated balance.

11.3.2 Injunctive Relief. Bring an action for temporary or permanent injunctions and orders of specific performance enforcing the provisions of this Agreement and otherwise stop You from engaging in actions prohibited hereby.

11.3.3 Termination. Terminate this Agreement and proceed to enforce Our rights under the appropriate provisions. Such Termination will be effective upon delivery of a notice of Termination to You without further action by Us.

11.3.4 Other Remedies. Seek any other remedy available to Us at law or in equity, Including lost profits.

11.4 No Right of Termination. You may not terminate this Agreement. However, some states may allow You to terminate as permitted by state law.

11.5 Opportunity to Cure. Prior to taking any action against Us, You must first give Us 60 days' prior written notice and an opportunity to cure any alleged act or omission. If such act or omission cannot be cured within such 60-day period, and We are diligently continuing efforts to attempt to cure such alleged act or omission, You must give Us such additional time as is reasonably necessary to cure.

ARTICLE XII
TERMINATION AND EXPIRATION

12.1 Upon Termination of this Agreement for any reason, You immediately cease to be Our franchisee and must:

12.1.1 Payments Due. Immediately pay for all product purchases, Fees and other obligations owed or accrued to Us, Our affiliates or designated suppliers.

12.1.2 Cease Use. Not hold Yourself out as a Dirty Dough® Cookies franchisee or business and immediately and permanently cease to advertise or in any way use the System, Intellectual Property, Confidential Information, apps, materials, methods, procedures, processes, Marks, or promotional materials provided by or licensed to You by Us or in any way connected with the Franchise Business or System.

12.1.3 Trade Secret and Confidential Information and Products. Except as provided below in Paragraph 12.1.7, within five days, You must demonstrate with video proof sent to Us that You have permanently destroyed all information and/or products that We deem trade secret or confidential, or in the alternative, provide proof to Us that have sold such products or information to Us or another System franchisee such trade secret and/or confidential products.

12.1.4 Disassociation. Within 10 days of Termination, take all necessary steps to disassociate Yourself from the System and Your Franchise Business, Including the removal of signs, destruction of letterheads, changing of telephone listings, telephone numbers, and the like, and to assign and transfer the telephone listing, telephone numbers, Marketing accounts, email addresses, URL's, Internet sites, web pages, and Social Media to Us. If You fail or refuse to do so, the telephone company, URL and hosting companies, and other listing agencies may accept this Agreement as evidence of Our exclusive rights in and to such telephone number(s), Internet websites, URL's, email accounts, and Social Media and listing and its authority to direct their transfer. You hereby appoint Us as Your attorney-in-fact for the above transfers. You must not identify any present or future business owned or operated by You as having been in any way associated with Us or the System.

12.1.5 Cancel DBA. Within 10 days of Termination, take such action as will be necessary to amend or cancel any assumed name, fictitious or business name or equivalent registration, which contains any Mark of Ours or in any way identifies You as being affiliated with Our System.

12.1.6 Notify Suppliers. Immediately notify all suppliers, utilities, creditors and concerned others that You are no longer affiliated with Us or the System and provide proof to Us of such notification.

12.1.7 Return Materials. At Your cost, permanently delete electronic copies and return to Us by first class prepaid United States Mail, (Including originals and any copies) physical copies of Our Manuals, all training materials, Marketing and promotional aids and materials, and all other printed materials and any other Confidential Information obtained by You from Us pertaining to the operation of Your Franchise Business.

12.1.8 Modification of Premises. If We do not exercise Our right to purchase Your Operating Assets or assume Your Lease upon Termination, then You must alter, modify and change both the exterior and interior appearance of Your Franchise Business Premises to Our satisfaction, so that it will be easily distinguished from the standard or common appearance of a Dirty Dough® Cookies business and shall cease using the signs, décor, displays, advertisements, promotional materials and the like that are unique or distinctive to the System. In the event You fail to modify Your Premises, You will be charged $100 per day or $1,500, whichever is more, and We may hire a third-party or use Our own personnel to de-identify Your unit and/or to carry out any other obligations on Your behalf.

12.1.9 Customer Data. Provide Us with the Customer Data for all current, prior and expectant customers of the Franchise Business.

12.1.10 Evidence of Compliance. Otherwise, furnish evidence satisfactory to Us or in the manner required by Us of Your full compliance with this Section 12.1 within 30 calendar days after the Termination of this Agreement or on the timeline We may provide at Termination.

12.1.11 Gift Card & Customer Reimbursement Fee. Upon Termination, You must provide Us with an accounting and list of all outstanding gift cards and gift certificates as of the date of Termination, and You shall refund all customer gift card and gift certificate amounts as required under Your state's applicable laws. In the event We are required to pay any customer reimbursement amounts, You shall pay Us the reimbursement amount, plus a Fee in each instance for Our time. Additionally, to the extent You do not reimburse the customer, You must reimburse Us the amount of unredeemed customer gift cards and gift certificates purchased from You. Subject to state law.

12.1.12 Financial Inspections. You must provide Us with access to all Your financials, books, and other accounting records for 12 months following the date of Termination.

12.1.13 Pay Damages and Costs. Pay to Us all costs, damages and expenses, Including post-term expenses and reasonable attorney's fees incurred by Us to enforce the provisions of this Agreement, Including attorneys' fees and costs incurred by Us in obtaining injunctive or other relief to enforce any provision of this Agreement. All post-termination non-compliance fees and costs will be deducted from the Deposit and You must pay to Us all amounts in excess of the Deposit within 30 days of Our invoice to You.

12.2 Upon Termination of this Agreement, for any reason:

12.2.1 No Compensation. No payment is due to You from Us or any source on account of any goodwill, intangible assets or other equity claimed by You arising from or relating to Your operation or ownership of Your Franchise Business, or otherwise. All goodwill connected in any way with Your Franchise Business or the System belongs now and, in the future, exclusively to Us.

12.2.2 No Refund. No Fees, charges, or other payments of any kind from You to Us are refundable in whole or in part.

12.2.3 No Equity. You shall have no equity or other continuing rights to use the System, Intellectual Property or goodwill of the Franchise Business.

12.3 Survival of Provisions. All of the provisions of this Agreement, which by their terms or implication apply following the Termination of this Agreement, survive and apply following Termination of this Agreement, Including Your obligations to indemnify Us and to pay all amounts owed, and You must continue to observe the confidentiality, brand protection, non-competition and other restrictions of this Agreement and the provisions with respect to arbitration and dispute avoidance.

12.4 Make Premises Available to Us. In addition to those obligations set forth above, upon Termination, You must make the Premises accessible and available for Us to examine and verify Your compliance with Your post-termination obligations, and/or to operate if We, in Our sole discretion, choose to do so. If You fail to make the Premises available to Us, You will be assessed a Fee for the expense incurred by Us to enforce Our rights under this paragraph.

12.5 Liquidated Damages. If this Agreement is Terminated, other than for non-renewal or mutual termination, in addition to other remedies available under this Agreement, We will be entitled to liquidated damages, not as a penalty, and solely to compensate Us for lost future royalties. You and We recognize the difficulty of calculating damages caused by lost future royalties but nevertheless recognize and agree that such damages could arise, and You and We hereby agree to the formula listed on Exhibit “A-3” as a compromise on the calculation of such damages. This is in addition to those fees set forth above in Section 12.1.

12.5.1 Additional Equitable Remedies. The amounts contemplated under Section 12.6 do not represent a price for the privilege of not performing nor does the payment represent an alternative manner of performance. Accordingly, as a purely liquidated damages provision, Section 12.5 does not preclude and is not inconsistent with a court granting Us specific performance, other damages set forth herein, or any other equitable remedies, such as an injunction, to prevent future breaches.

12.6 Cumulative Rights. Our rights provided above are cumulative and in addition to any other right or remedy available at law or in equity.

ARTICLE XIII
PURCHASE OPTION

13.1 Purchase Option. Upon Termination of this Agreement, You hereby grant to Us the right to:

13.1.1 Acquisition of Assets. Acquire, in Our sole discretion, all or any part of Your assets, contracts, inventory, equipment, signs, service vehicles, accessories and other personal property relating to Your Franchise Business (collectively “Operating Assets”) at the then-existing fair market value of such item or items as of the date of Termination of this Agreement. You hereby grant Us permission to speak directly with Your landlord and other creditors, Including suppliers, banks, the IRS and state agencies (and You will cooperate with Us to facilitate such communication), regarding any loans and/or liens or obligations that would encumber Your Operating Assets. If the fair market value is not agreed to by the parties, the fair market value will be established by an independent appraisal. The appraisal will be done at Our expense by an appraiser selected by Us. No goodwill will be considered associated with Your Franchise Business or said items. We must exercise this option within 60 days of such Termination or within 15 days of the establishment of the price of the Operating Assets, whichever is later ("Option Period"), by giving written notice to You of Our intent to exercise Our option to purchase. We have the right to off-set any amounts You owe to Us against the purchase price. If We have not notified You of Our election to exercise this option within the Option Period, it will be conclusively presumed that We have elected not to exercise Our option, and You are then free to sell or transfer such assets to any person or entity on such terms as You may so choose, so long as the Operating Assets have been de-identified as set forth herein. If any of the Operating Assets are subject to liens or taxes, We may withhold a portion of purchase price to pay off such lien or taxes. We may also withhold 25% of the purchase price for 90 days to ensure that all other liabilities affecting the Operating Assets are paid.

13.1.1.1 Interim Management During Option Period. We have the right, but not the obligation, to use Your Operating Assets and Premises (if the Lease is still in effect, and in such case We will obtain this right from the landlord as applicable), and to hire Your employees to operate the business during the Option Period. You and We understand and agree that We will not be operating Your Franchise Business during this time, but We will be using Your Operating Assets and the Premises to operate Our own, separate Dirty Dough® Cookies business ("New Business") in order to keep the business open during the Option Period. We will pay You the fair market rental value for such use of the Operating Assets as agreed, but not exceed fair market rental value, and if we use the Premises, We may pay rent directly to the landlord for Our use of the Premises. You will be required to cooperate to provide Us with all pertinent information regarding Your Franchise Business, as We deem necessary. We will establish Our own bank accounts and other accounts for the New Business during the Option Period. During the Option Period, We will pay all costs and expense of the New Business, and all proceeds of the New Business will belong to Us. We will not assume any of Your debts or obligations and will not be responsible to pay any debts or expenses incurred by Your Franchise Business. You will indemnify and hold Us harmless from and against any and all claims, damages, losses, deficiencies, liabilities and costs, Including attorney's fees, of or related in any way to the Franchise Business prior to Us operating the New Business at the Premises, and We will indemnify and hold You harmless from and against any and all claims, damages, losses, deficiencies, liabilities and costs arising solely from the New Business. If necessary, We have the right to change the locks and exclude You from the Premises during this Option Period.

13.1.2 Assumption of Lease. We have the right, during the Option Period, to assume Your Lease under the provisions of Section 4.2 above.

13.1.3 Warranties. The purchase contract for the Operating Assets, as set forth in Paragraph 13.1.1 above, will include standard representations, warranties, covenants and indemnities from You as to the Operating Assets being purchased, Including warranties of good title, absence of liens, compliance with laws, absence of defaults under contracts, litigation and tax compliance.

13.1.4 Assignability. Our rights under this Section 13.1 are assignable by Us at Our discretion.

ARTICLE XIV
SALES OR TRANSFERS OF THE FRANCHISE

14.1 Our Right of Assignment. This Agreement and all rights and obligations hereunder are fully assignable and transferable, whether in part or whole, by Us, and if so assigned or transferred, will be binding upon and inure to the benefit of Our successors and assigns. We may be sold, or We may sell any part of or all of Our Intellectual Property or other assets to a competitive or other entity. In addition, We may go public, may engage in a private or other placement of some or all of Our securities, may merge, acquire other entities or assets which may be competitive with the System or not, be acquired by a competitive or other entity, and may undertake any refinancing, leveraged buy-out or other transaction, Including arrangements in which: 1) the territories, retail locations or other facilities are, or are not, converted to the System or other format or brand (Including using the System or Marks), or 2) the System is converted to another format or brand, maintained under the System or a different system. You waive all claims, demands and damages with respect to any transaction or otherwise allowed under this Section or otherwise. You must fully cooperate with any such proposal, merger, acquisition, conversion, sale or financing.

14.2 No Assignment by You Without Our Approval. This Agreement is personal as to You, and is being entered into in reliance upon and in consideration of Your qualifications and representations, Including representations of all current owners. Therefore, neither this Agreement nor any of its rights or privileges, nor any shares or units in the ownership of Your entity, Your Franchise Business, or substantially all of Your assets may be Transferred in any manner by You or anyone else unless Our prior written approval is obtained. You must follow and strictly comply any policies We may develop related to Transfer of all or any part of Your ownership or this Agreement. You shall provide Us with all documentation relating to the Transfer of Your Franchise Business. Said approval will not be unreasonably withheld but will be conditioned upon Our satisfaction with the qualifications set forth in Section 14.3 below of the proposed transferee and its owners and officers. You must provide Us written notice of Your intent to Transfer prior to listing or offering the Franchise Business for sale.

14.2.1 Transfers to Competitors Prohibited. You cannot Transfer any part of this Agreement, Your Franchise Business, or any part of Your entity, if applicable, to a competitor of Ours or an affiliate of a competitor of Ours without Our written permission. Any such Transfer without Our written approval is considered void ab initio.

14.3 Qualifications of Transferee. In determining the acceptability of the proposed transferee, We will consider, among other things, Our then-current standards for new franchisees, Including the net worth, credit worthiness, background, training, personality, reputation, and business experience of the proposed transferee, the terms and conditions of the Transfer and any circumstances that would make the Transfer not in the best interests of Us or the System, Including the proposed purchase price. We may meet and candidly discuss all matters relating to Your Franchise Business with the potential transferee, Including providing a proposed transferee with corrected information or information in addition to what You have provided. In no case will You or a proposed transferee rely on Us to review or evaluate any proposed Transfer. Neither We nor Our affiliates will be liable to You or the transferee or any other person or entity relating to the Transfer, and You shall indemnify and hold Us harmless from any liability whatsoever relating thereto.

14.4 Application for Transfer. Upon any proposed Transfer of this Agreement, or any interest in it, You must submit to Us an application in the form specified by Us on behalf of the proposed transferee.

14.5 Transfer Fee. As a condition of Our approving the Transfer of this Agreement or Your Franchise Business, You shall pay Us the non-refundable Transfer Fee listed in Exhibit "A-3" at the time of the approved transfer.

14.6 Permitted Transfers. If a proposed Transfer is for less than 40% of Your entity (cumulative during the term of this Agreement), there will be no transfer Fee, but You must reimburse Us Our legal and corporate fees incurred related to the Transfer, and We will not be entitled to exercise Our right of first refusal set forth in Section 14.9 below. However, all guarantors will remain guarantors to this Agreement unless otherwise released by Us in Our sole discretion. Each ownership certificate of a corporation or limited liability company franchisee must have endorsed upon its face that a Transfer is subject to the restrictions of this Agreement. Any new owner, with an ownership of 20% or more in Your Franchise Business or Your entity must personally guarantee the obligations of this Agreement.

14.7 Involuntary Transfers Void. Involuntary Transfers of this Agreement by You, such as by legal process, are not permitted, are not binding on Us, and are grounds for Termination of this Agreement. Using this Agreement as security for a loan, or otherwise encumbering this Agreement is prohibited unless We specifically consent to any such action in writing prior to the proposed transaction. You cannot grant a sub-franchise under this Agreement nor to otherwise seek to license or permit others to use this Agreement or any of the rights derived by You under it. Any attempt to Transfer this Agreement or Your Franchise Business in whole or in part, or any material portion or property used by You in connection herewith, whether or not binding on Us, will be grounds for the immediate Termination of this Agreement unless such Transfer is authorized in writing by Us.

14.8 Conditions of Transfer. Prior to the effective date of Transfer of this Agreement or Your Franchise Business and as a condition for Our approval of any Transfer:

14.8.1 Compliance. You must be in full compliance with this Agreement and not be in default hereunder. All accounts payable and other monetary obligations to Us or Our affiliates or subsidiaries must be paid in full. You must have submitted to Us all required reports, financial statements and other documents.

14.8.2 Written Proposal. The terms and conditions of the proposed Transfer must be provided in writing to Us within the time frames specified by Us. The price and other proposed terms of the Transfer must not, in Our reasonable business judgment, have the effect of negatively impacting the future viability of the Franchise Business.

14.8.3 Assumption of Obligations. All Your obligations in connection with Your Franchise Business must be assumed by the transferee, Including assuming Your Lease obligations, if applicable.

14.8.4 New Franchise Agreement. The transferee must sign the then-current form of the Franchise Agreement and fully upgrade the Franchise Business and Premises to the level required of new franchisees. The transferee must sign the then-current form of the Franchise Agreement for a term equal to, at Our discretion, the remaining term of this Agreement, the remaining term of the existing Lease, or the term set forth in the then-current franchise agreement and fully upgrade and refurbish the Franchise Business and Premises to the level required of new franchisees.

14.8.5 Training. The transferee must pay for and complete the training program required of new franchisees. See Exhibit "A-3." The transferee is also responsible for the cost of travel, food and lodging for the transferee's attendees. You and the transferee and We must coordinate on the timing of training the transferee, so that the Franchise Business does not have a gap in properly trained management.

14.8.6 General Release. You must execute a general release releasing Us of any claims You may have against Us.

14.8.7 Gift Cards. You must provide Us and the proposed transferee with an accounting and list of all outstanding gift cards and gift certificates as of the date of Termination, and You shall ensure that payment of all outstanding gift cards is a part of the transfer agreement.

14.8.8 Survival of Covenants. Your non-competition, indemnity and confidentiality obligations and the provisions relating to dispute resolutions survive any Transfer.

14.9 First Right of Refusal.

14.9.1 Right of First Refusal. You hereby grant to Us the right of first refusal to purchase Your assets, this Agreement, the Franchise Business or ownership in Your entity (collectively "Assets") on such terms and conditions specified in a bona fide written offer from a third-party, who would satisfy the criteria for approval under Section 14.3. You must notify Us in writing of the terms and conditions of the Transfer, Including the Assets proposed to be Transferred, the purchase price or other consideration, any creditor financing terms being extended by You, the date of the proposed Transfer, and all other pertinent provisions of the proposed Transfer. In addition, a copy of any contract, agreement, memorandum of sale, deposit receipt, letter of intent and the like, must also be forwarded to Us as soon as it is signed by You. Following receipt of all pertinent data and documents concerning the proposed Transfer, Including any additional data concerning Your Franchise Business, Including financials, employee information, and lease information, requested by Us from You, We will have 60 days in which to advise You in writing of Our election to have the Assets transferred and assigned to Us on the terms and conditions agreed to by the prospective transferee. Should We elect to purchase the Assets proposed to be Transferred pursuant to Our right of first refusal, You and We agree to cooperate to accomplish the Transfer as set forth in the provisions submitted to Us by You, provided that the date for the completion of the Transfer can be extended at Our option for up to 30 days beyond the date originally indicated for the completion of the Transfer in order to allow the completion of the transaction in a manner more convenient to Us. We have the right to off-set any amounts You owe to Us against the purchase price.

14.9.2 Non-Election of Rights. If We do not elect to purchase the Assets proposed to be Transferred, You may complete the proposed Transfer on the terms and conditions set forth in Your notice to Us subject to Our right to approve the proposed transferee and the terms and conditions set forth under this Article. However, if there are any material changes in the terms and conditions of the proposed Transfer after You notify Us of the proposed Transfer, Including any changes in the terms and conditions occurring after We notify You of Our election not to purchase the Assets pursuant to Our right of first refusal, and any of those changes are more favorable to the purchaser, You must notify Us of the changes in writing, and We will have an additional 10 days within which to elect to purchase the Assets proposed to be Transferred on the revised terms and conditions. Additionally, if Your Franchise Business is not Transferred to such third-party within 90 days after We elect not to purchase the Assets, You must re-offer the Assets to Us before You may Transfer to an approved third-party. We have no obligation to purchase Your Assets.

14.10 Death or Incapacity and Interim Management. In the event of the death or incapacity of an individual franchisee or Your designated manager (the term "incapacity" means any physical or mental infirmity that prevents the person from performing the obligations under this Agreement: (i) for a period of 60 or more consecutive days, or (ii) for 100 total days during a calendar year), the heirs or personal representative will have the right to continue Your Franchise Business; provided that within a reasonable time (not more than 160 days) after such death or incapacity (or such longer period required by the laws of the state where Your Franchise Business is located) the heirs appoint a representative to act in behalf of the heirs in all matters pertaining to Your Franchise Business as provided for designated managers, or franchisees, Including the requirements to have the representative trained and accepted by Us in accordance with Our standards. The heirs or personal representatives, instead of operating Your Franchise Business themselves under the foregoing procedures may choose to Transfer Your Franchise Business. If a decision to Transfer is made, the Transfer procedures explained above will apply. If We are required to operate Your Franchise Business for a time due to Your death, incapacity, unexcused absence, poor performance, or as otherwise allowed under this Agreement, the provisions of Paragraph 6.2.3 above will apply.

14.11 Assumption of Obligations. The parties agree that in the event a court of competent jurisdiction orders You to Transfer to Your spouse or a third-party all or any part of Your interest in this Agreement or Your franchisee entity and/or in any property related thereto, such an order will constitute a Transfer of this Agreement and will cause the transferee to be subject to all of the terms and conditions concerning Transfers set forth herein above.

14.12 Acquisitions. If We receive an offer to acquire a majority of the franchises or to purchase a majority of Our assets or stock, or to merge or go public or similar transactions, We have the option, but not the obligation, to purchase all of Your rights and interests in and under this Agreement and Your Franchise Business at fair market value payable on terms as reasonably negotiated. The purchase price will not Include compensation for any successor term or goodwill. All goodwill belongs to Us. If the purchase option is exercised, You must execute a general release to Us. We will close Our purchase and make payment within 60 days after closing or as soon thereafter as reasonably practical.

14.13 Transfer for Convenience of Ownership. If You are an individual or individuals, You may Transfer this Agreement without paying a fee to Us, to a corporation or limited liability company formed for the convenience of ownership, provided You: 1) give Us at least 15 days' prior written notice of the proposed Transfer; 2) send Us copies of the entity's charter documents, bylaws (or operating agreement), ownership interests of the owners, and similar documents, as We may request for Our review; 3) own all equity and voting securities of the corporation or limited liability company; and 4) remain as a personal guarantor to this Agreement.

ARTICLE XV
RELATIONSHIP OF THE PARTIES

15.1 Independent Contractors. In all matters, You are an independent contractor. Nothing in this Agreement or in the franchise relationship constitutes You as Our partner, agent, employee, joint employer, or joint venturer with Us, and this Agreement does not create a fiduciary relationship between You and Us. Neither party is liable for the debts, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors or omissions of the other. You are solely responsible for the management and control of Your Franchise Business, Including, its daily operations, managing and directing employees, contractors, and sales persons, and paying all costs and expenses of Your Franchise Business. The parties agree not to hold themselves out by action or inaction contrary to the foregoing and to indemnify each other for any liability, cost or expense Including attorney's fees, incurred by either of them for any act, omission, finding or result to the contrary. None of Your employees will be deemed to be Our employee and each employee will be so notified by You. Neither party has the authority to act as agent for the other, and neither You nor We guaranty the obligations of the other or in any way become obligated for the debts or expenses of the other unless agreed to in writing. You must post promptly and maintain any signs or notices specified by Us or by applicable law indicating the status of the parties as described above.

15.2 Indemnification. You must defend, indemnify, and hold Us harmless from any and against any and all losses, liabilities, damages, costs and expenses whatsoever, Including reasonable attorney's fees arising out of or related to, or in any way connected with You or Your acts, errors, negligence, or omissions in the operation of Your Franchise Business or Your Franchise Business generally, Including any allegation that You are Our employee, or that We are a joint employer or otherwise responsible for the acts or omissions relating to Your employees, and other laws regarding public accommodations for persons with disabilities. We have the right to defend any such claim against Us by employing counsel of Our choice, subject to full reimbursement of all legal fees by You. We will use Our reasonable efforts to cooperate with You in any litigation, judicial or administrative proceeding to avoid duplication of time, effort or expenditure to the greatest extent possible without compromising Our interest in such matter. This indemnity will continue in full force and effect subsequent to and notwithstanding the Termination of this Agreement.

ARTICLE XVI
COVENANT NOT TO COMPETE

16.1 In-Term Covenants. Unless otherwise approved by Us, during the term of this Agreement and for any extensions or Successor Franchises hereof, neither You, Your Principals, nor Your Immediate Family shall own, operate, lease, franchise, conduct, consult with, engage in, be connected with, have any interest in, or assist any person or entity engaged in or on its own account or as a participant of a Competing Business except with Our prior written consent. You understand and acknowledge that to violate this Section creates irreparable harm. Your Principals must each execute the standard Brand Protection Agreement for Principals attached as Exhibit "A-4," and Your employees must execute Our Employee Brand Protection Agreement (see Exhibit "A-5"). (Although We provide You this form, You are responsible to conform it to the laws and regulations of Your state.) A copy of all such agreements must be promptly delivered to Us within 10 days of hiring of the respective employee.

16.2 Confidentiality. During the term of this Agreement and any extensions or Successor Franchises hereof, and at any time after the Termination of this Agreement, You and those over whom You have control shall not make any unauthorized disclosure or use of Our Confidential Information or Intellectual Property other than as authorized by this Agreement. You shall adopt and implement all reasonable procedures to prevent unauthorized use or disclosure of the Confidential Information and Intellectual Property, which procedures may be prescribed from time to time by Us. You shall never contest the validity of Our exclusive ownership of and rights to Our Intellectual Property or the Confidential Information. Without limiting the foregoing, any communication (email, paper, etc.) from Us to You cannot be forwarded to another email account You control or share, or forwarded to anyone, Including employees, without first receiving Our express written consent.

16.2.1 Prior Disclosures. You acknowledge and agree that prior to the execution of this Agreement, You have received information and met and corresponded with Our principals, agents and/or representatives and that any Confidential Information obtained or received as part of any prior meeting or correspondence is subject to the protection and restrictions of this Agreement.

16.2.2 Confidentiality of this Agreement. You agree that all terms of this Agreement that are not otherwise made public under franchise disclosure laws will remain confidential, and You will not make any public announcement, issue any press release or publicity, make any confirmation of statements made by third parties concerning the terms of this Agreement, or make any other disclosures without Our prior written consent. It is agreed and understood that You may disclose the confidential terms of this Agreement only to Your professional lenders and advisors.

16.3 Post-Term Covenants. Upon Termination of this Agreement and for a continuous, uninterrupted period of three years thereafter, You, Your Principals, and Your Immediate Family shall not, directly or indirectly, participate as a Participant or serve in any other capacity whatsoever or have any interest in or assist any person or entity in any Competing Business within Your Territory or within 25 miles of Your Territory or within 25 miles of the territory of any Dirty Dough® Cookies business operation at the time of Termination of this Agreement.

16.3.1 Tolling of Covenant. In addition to other remedies available to Us, in the event You compete during the term of non-competition, this non-compete time period will be tolled and extended for the period of Your competition, plus an additional six months.

16.4 Non-Solicitation of Customers. For three years after the Termination of this Agreement, You shall not, directly or indirectly, contact any customer serviced by the Franchise Business, or any former or then-current customer of Ours (with whom You had contact during the term of this Agreement) for the purpose of soliciting any such customer to a Competing Business.

16.5 Survival of Covenants. The foregoing covenants survive the Termination of this Agreement and apply regardless of whether this Agreement was Terminated by lapse of time, by default of either party, or for any other reason.

16.6 Acknowledgement of Harm. You acknowledge that Your violation or breach of the covenants and provisions of this Article is likely to cause substantial and irreparable harm to Us and the System. You agree that the restrictions contained in this Agreement are reasonable and necessary for Our protection and the protection of other franchisees in the System, and that the existence of any claims You may have against Us, whether or not arising from this Agreement, will not constitute a defense to Our ability to enforce the covenants set forth in this Article.

16.7 Our Remedies. If the post-term restrictions of this Article are unenforceable or are reduced to a level which We, in Our reasonable business judgment, find unacceptable, You shall, in addition to any other remedies available to Us, for a period of two years from the date of Termination of this Agreement, pay Us a fee of one-half of the royalties and Marketing Fees that would be payable if the business in question was a Franchise Business.

16.8 Enforceability. It is the desire and intent of the parties to this Agreement that the provisions of this Article be enforced to the fullest extent permissible under applicable laws. If any of the restrictions of this Article are determined to be unenforceable because of duration, scope or coverage or otherwise, then We have the right in Our sole discretion to reduce the scope of any covenant set forth above or any portion thereof, without Your consent, effective immediately upon receipt by You of written notice thereof; which modified covenant will be fully enforceable notwithstanding any other provision of this Agreement.

16.9 Breach of Non-Competition. You and We recognize the difficulty of calculating damages caused by Your breach of Your non-competition obligations and agree that such damages could arise, and You and We hereby agree to the following as a compromise on the calculation of such damages. If You continue to operate Your Franchise Business, or any business offering similar products and services, or use any of the Marks or any aspect of the System after

Termination of this Agreement, in addition to any other remedy We may have under this Agreement and under law, You shall pay Us the Fee listed on Exhibit "A-3."

16.10 Additional Equitable Remedies. The amount contemplated under Section 16.8 does not represent a price for the privilege of not performing nor does the payment represent an alternative manner of performance. Section 16.8 does not preclude and are not inconsistent with a court granting Us specific performance or any other equitable remedies, such as an injunction, to prevent future breaches. Additionally, We have the right to automatically debit by EFT or other electronic withdrawal means, Your bank account for the amounts payable to Us under Section 16.8.

ARTICLE XVII
DISPUTE RESOLUTION

17.1 Quick Resolution. You and We understand that there is always a possibility of differences of opinion or other disagreements in any business relationship and agree that it is important to resolve any Disputes amicably, quickly, inexpensively and professionally and to return to business as soon as possible.

17.2 Manner of Handling Disputes. In the event any Dispute arises between Us and You in connection with, arising from, or with respect to, any provision hereof, the relationship created herein, or the validity of this Agreement or any provision hereof, or the offer and sale to You, such Dispute will be:

17.2.1 Face-to-Face Meeting. First discussed in a face-to-face meeting between You and Us in Salt Lake City, Utah, or at Our then-current headquarters, within 30 days after either You or We give written notice to the other proposing such a meeting. We have the right, in Our sole discretion, to waive this requirement.

17.2.2 Mediation. If, in the opinion of either You or Us, the face-to-face meeting has not successfully resolved such Dispute, and if desired by either You or Us, the Dispute will be submitted to non-binding mediation before Franchise Arbitration and Mediation Services ("FAM") or as otherwise mutually agreed. The mediation will be conducted exclusively in Salt Lake City, Utah. On election by either party, arbitration as provided below may proceed forward at the same time as mediation. The mediator will be disqualified as a witness, consultant, expert or counsel for any party with respect to the Dispute and any related matters.

17.2.3 Arbitration. If in the opinion of either You or Us the mediation has not successfully resolved such matters, at the request of either You or Us, the Dispute will be submitted for arbitration to the offices of the American Arbitration Association in accordance with its commercial arbitration rules in effect. All arbitration hearings will be conducted exclusively in Salt Lake City, Utah. The arbitrator will have the power and jurisdiction to decide such dispute solely in accordance with the express provisions of this Agreement. The arbitrator will render a written opinion setting forth the facts found, law applied and reasons for the decision.

(i) Arbitration Procedures. In any arbitration, the parties will be entitled to specific performance of the obligations under this Agreement. The arbitrator may award or otherwise provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other pre-judgment, equitable and/or interim relief as appropriate pending final resolution by binding arbitration of a Dispute, as well as in connection with any such final resolution, and may issue summary orders disposing of all or part of a Dispute at any point. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction. Offers and/or other communications made in connection with, or related in any way to, mediation, possible settlement or other resolution of a Dispute will not be admitted into evidence or otherwise used in connection with any arbitration or other proceeding, and any arbitration award in violation of this provision will be vacated by the arbitration appeal panel (described below) and/or any court having jurisdiction. The arbitrator will have the power to order compliance with such discovery procedures, as well as assess sanctions for non-compliance with any order. Discovery will be controlled by the arbitrator and will be permitted to the extent set out in this Paragraph. Each party may submit in writing to the other party, and the other party will respond, to a maximum of any combination of 25 (none of which may have subplots) of the following: interrogatories, demands to produce documents, and requests for admission. You and We are also entitled to take the oral deposition of one individual of the other party. Additional discovery may be permitted upon mutual agreement of the parties or at the discretion of the arbitrator if petitioned by either party. The arbitrator, and not a court, will decide any questions relating in any way to the parties' agreement or claimed agreement to arbitrate, Including a claim for fraud in the inducement or otherwise. Each participant must submit or file any Dispute that would constitute a compulsory counterclaim (as defined by the applicable rule under the Federal Rules of Civil Procedure) within the same proceedings as the Dispute to which it relates. Any such Dispute that is not submitted or filed in such proceedings will be forever barred. The award and findings of the arbitrator will be conclusive and binding upon all parties hereto and the judgment upon the award may be entered in any court of competent jurisdiction.

(ii) Individual Disputes. All Disputes must be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff or similar basis between You and Us and will not be consolidated with any other arbitration or court proceeding involving Us and any other party.

(iii) Agreed Limitations. Except for payments owed by one party to the other, claims attributable to Your underreporting of sales, or claims related to an act of Yours allowing Us to immediately terminate this Agreement, any legal action or arbitration proceeding (Including the offer and sale of a franchise to You) brought or instituted with respect to any Dispute hereunder must be brought or instituted within a period of one year from the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; provided that no claim may be brought more than two years after the first act or omission giving rise to an alleged claim. The initiation of mediation or arbitration hereunder will toll the applicable statute of limitations for the duration of any such proceedings.

(iv) Limited Damages. You and We waive any right or claim of any consequential, punitive or exemplary damages against each other and agree that in the event of a Dispute between You and Us, each will be limited to the recovery of actual damages sustained. In the event we are found liable in any Dispute, whether in contract or in tort, You agree that Our total monetary responsibility and liability will not exceed a total equal to your initial opening expenses (limited to those items required in Item 7 of the franchise disclosure document). We will not be liable for any act or omission which is consistent with this Agreement or which is done in subjective good faith. If You bring an action for alleged wrongful Termination of this Agreement and provided that the Termination has not resulted in a closure of Your Franchise Business, Your sole remedy will be to be reinstated as a franchisee with no award of damages. If the Termination results in a closure of Your Franchise Business, Your sole remedies will be reinstatement as a franchisee and to receive compensation for economic losses directly incurred by You as a result of such closure, conditioned upon Your duty to mitigate.

(v) Exceptions to Arbitration. You and We agree that nothing in this Agreement obligates Us to arbitrate or mediate Disputes or issues relating to: (a) the validity of the Marks, or any trademarks, service marks or other Intellectual Property; (b) rights to obtain a writ of attachment or other prejudgment remedies; (c) rights to receive and enforce a temporary restraining order, preliminary injunction, permanent injunction or other equitable relief; or (d) Disputes solely for fees and other monies owed by one party to the other under this Agreement.

(vi) Appeals. If any party to an arbitration wishes to appeal any final award by an arbitrator (there will be no appeal of interim awards or other interim relief), that party can appeal, within 30 days of such final award, to a three-person arbitrator panel to be appointed by the same organization as conducted the arbitration to be held exclusively at the same location as specified above. The issues on appeal will be limited to the proper application of the law to the facts found at the arbitration and will not Include any trial *de novo* or other fact-finding function. The party requesting such appeal must pay all costs and fees of the arbitrators and arbitration proceedings.

(vii) Sharing of Fees. Except for an appeal, the parties to the Dispute or action will share the fees and expenses of the mediation and the arbitration equally during the mediation and arbitration. If a party is unable or unwilling to pay its share of the upfront cost of the mediation or arbitration, the other party has the right to cover those costs; however, the prevailing party in arbitration, Including on appeal, will be awarded costs and attorney's fees as set forth in Section 19.3 below.

(viii) Federal Arbitration Act. You and We mutually agree that all issues relating to arbitrability are governed exclusively by the Federal Arbitration Act and the federal common law of arbitration to the exclusion of any state statutes or common law and will be decided by the arbitrator. All provisions of this Agreement pertaining to venue, choice-of-laws, dispute avoidance and resolution will be strictly enforced, and You and We will rely on federal preemption under the Federal Arbitration Act.

17.3 Continued Performance. During the pendency of any Dispute or any such interim relief proceeding, the parties shall continue to perform their respective obligations under this Agreement.

ARTICLE XVIII
NOTICES

18.1 Notices. All notices permitted or required under this Agreement must be in writing and delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by facsimile transmission when confirmed by facsimile transmission, during normal business hours, Monday through Friday, holidays excepted; (iv) by sending an email to the email address below or other verified email address when confirmed by receipt verification, which verification will not be withheld or otherwise denied; or (v) by certified or registered mail, return receipt requested, addressed as follows:

FRANCHISOR:	FRANCHISEE:
Dirty Dough Corporate Franchising LLC 2322 West 500 North, Ste L-M Springville, Utah (or Our then-current headquarters) Email: franchising@dirtydoughcookies.com	______________________, LLC/Inc. _________________________ _________________________ Email:____________________
With a courtesy copy to (which will not act as notice or service to Dirty Dough Corporate Franchising LLC): The Franchise & Business Law Group	

Attn: Christian Thompson 222 South Main Street, Suite 500 Salt Lake City, Utah 84101 Email: cthompson@fblglaw.com	

18.2 Delivery. If You refuse or fail to accept any certified or overnight delivery, acceptance will be deemed to have occurred 48 hours after rejection or failure to accept such notice. Any notice delivered by mail in the manner herein specified will be deemed delivered and received three days after mailing.

18.3 Listed Addresses. The address specified herein for services of notices may be changed at any time by the party making the change by giving written notice to the other party by certified mail or as otherwise agreed by You and Us. Any notice to You may be delivered to the address set forth above or to the address of Your Franchise Business or office.

ARTICLE XIX
CONSTRUCTION AND JURISDICTION

19.1 Governing Law. Except as provided in Section 19.5, this Agreement will be governed, construed and interpreted in accordance with the laws of the State of Utah without giving effect to its conflicts of law provisions. You and We agree that the provisions of this Agreement will control the state or provincial laws by which this Agreement will be governed and any provisions of state or provincial law to the contrary or any statements in Our franchise disclosure document or otherwise required as a condition of registration or otherwise. If the governing law requires terms other than or in addition to those in this Agreement, then such terms will be deemed incorporated herein but only to the extent necessary to prevent the invalidity of this Agreement or any of the provisions hereof or the imposition of civil or criminal penalties or liability. To the extent permitted by the laws of the state whose laws govern this Agreement, You hereby waive any provisions of law or regulations which render any portion of this Agreement invalid or unenforceable in any respect.

19.2 Jurisdiction. In order to facilitate our joint interests in having franchise issues determined in a consistent manner for application throughout the System, without in any way limiting or otherwise affecting Your and Our obligations regarding mediation and arbitration in accordance with the provisions of Article XVII, if there is any litigation between us, You and We hereby irrevocably consent to the exercise of general personal jurisdiction in the courts of record of the State of Utah even though it may be otherwise possible to obtain jurisdiction elsewhere, and You and We agree that Salt Lake City, Utah will be the exclusive venue for any litigation between Us and You. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Utah.

19.3 Costs and Attorney's Fees. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties are entitled to reasonable attorney's fees and other costs reasonably incurred in such action or arbitration or litigation proceeding. The costs of mediation will also be awarded to the prevailing party in arbitration or litigation, if applicable. For purposes of this Agreement, "prevailing party" Includes the party which obtains a judgment in their favor or agrees to dismiss an action or proceeding upon the other's payment of sums allegedly due or performance of the covenants allegedly breached, or which obtains substantially the relief sought. Reimbursement is due within 30 days of written notice after prevailing.

19.4 No Jury Trial. You and We waive, to the fullest extent permitted by law, all rights to trial by jury in any action or Dispute, whether at law or in equity, brought by either party.

19.5 Exception. Notwithstanding the foregoing, the Federal Arbitration Act (9 U.S.C. §§ 1 Et. Seq.) and the United States Trademark Act (Lanham Act, U.S.C § 1051 Et. Seq.) will apply to this Agreement and the relationship of the parties and preempt any state law to the contrary.

ARTICLE XX
MISCELLANEOUS

20.1 Headings. Headings used in this Agreement are for reference and convenience purposes only and are not to be used in construing the provisions of this Agreement. As used herein, the male or female gender will include the other and the neuter. The singular will include the plural and the plural will include the singular as appropriate.

20.2 No Third-Party Rights. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement and no third parties will have any right or claims, benefit or right or a third-party beneficiary under this Agreement or any provision hereof. Similarly, You are not entitled to claim any rights or benefits, Including those of a third-party beneficiary, under any contract, understanding or agreement between Us and any other person or entity, unless that contract, understanding or agreement specifically refers to You by name and specifically grant rights or benefits to You.

20.3 Authority. Where an entity is a party to this Agreement, the person or persons signing this Agreement on behalf of the entity warrant to Us that he, she or they have the requisite authority to sign this Agreement. At Our request, the concerned company signatory agrees to promptly provide Us with a certified copy of the resolution authorizing the execution of this Agreement and naming the officers, directors, members, or managers of the entity who are authorized to sign this Agreement on behalf of the entity. No field representative or salesperson has the right or authority to sign this Agreement or make oral representations or written modifications hereof on Our behalf.

20.4 No Partial Payments. No payment by You or receipt by Us of any amount less than that required to be paid under this Agreement, or otherwise, to Us or any person or entity affiliated with Us, will be deemed to be anything except payment on account, regardless of any endorsement to the contrary contained on any such payment or in any oral or written communication transmitted in connection therewith.

20.5 Joint and Several Liability. If more than one person, corporation, limited liability company, partnership or other entity, guarantor or any combination thereof, sign this Agreement, the liability of each will be joint and several. All members of a general partnership and all members of any association or other unincorporated entity, which is part of the franchisee hereunder, are jointly and severally liable for Your performance hereunder.

20.6 No Off-Set or Withholdings. You shall not offset or withhold the payment of any Fees, payments or other amounts due to Us or Our affiliates or suppliers on grounds of the alleged non-performance by Us of any of Our covenants or obligations hereunder, any Dispute of any nature or otherwise.

20.7 Disclosure. We can disclose, in disclosure documents or otherwise, information relating to Your Franchise Business, Including Your name, address, phone numbers, financial information, copies or reports, and other information.

20.8 Binding Agreement. This Agreement is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

20.9 Force Majeure. Neither party will be liable by reason of any failure or delay in the performance of such applicable party's obligations hereunder on account of strikes, fires, flood, storm, explosion or other cause which is beyond such party's reasonable control. This Section will not be interpreted to relieve You from Your obligation to pay Us when due all payments required to be made by You under this Agreement.

20.10 Entire Agreement. The parties intend this Agreement and all attached exhibits hereto to be the full and complete agreement between Us and You and the entire integration of all our understandings of every nature concerning the matters contained in this Agreement or in any way related thereto, whether oral or written, and whether occurring before or contemporaneously with the execution of this Agreement. You represent and acknowledge that no agreements, representations, negotiations, promises, commitments, inducements, assurances, terms, conditions, or covenants of any nature exist between You and Us except as specifically set forth in this Agreement, whether pertaining to this Agreement or to any future, further or additional rights of either You or Us. Nothing in this Agreement, or in any related agreement, is intended to be a disclaimer of the representations We made to You in the franchise disclosure document.

20.11 Amendments. No amendment, change or variance from this Agreement will be binding on either party unless executed in writing and signed by both parties; however, the Manuals and policies and procedures may be modified by Us from time to time as set forth in this Agreement and are binding.

20.12 Effective Date. This Agreement will become effective only when fully executed and accepted by Us at Our headquarters.

20.13 No Course of Dealing. No course of dealing between You and Us will affect Your or Our rights under this Agreement or otherwise.

20.14 No Representations. You understand that the success or failure of Your Franchise Business depends, in major part, upon Your efforts. You agree that We have not made nor have You received any promise, representation or warranty that: 1) any payments by You are refundable at Your option; 2) We will repurchase any rights granted hereunder; 3) You will achieve any particular sales, income or other levels of performance, or that You will be successful in Your Franchise Business licensed by this Agreement; 4) You will have any exclusive rights of any type other than as expressly set forth herein; 5) You will receive any level of Marketing assistance, site location, development or other services, operational assistance or otherwise other than as expressly set forth in this Agreement; 6) You will not be required to obtain any licenses or permits in order to operate Your Franchise Business; 7) any location or territory will be successful; or 8) that You will be awarded additional or further franchises or other rights, except as expressly set forth in a written document signed by Us.

20.15 Variances. You understand and agree that: 1) We may have offered franchises in the past, may currently be offering franchises or may offer franchises in the future, on economic or other terms, conditions and provisions which may significantly differ from those offered by this Agreement and any related documents; and 2) there may be instances where We have varied, or will approve exceptions to or changes in the uniform standards, or the terms on which We offer franchises, the charges We make, or otherwise deal with Our franchisees to suit the circumstances of a particular transaction as We believe necessary or desirable under particular circumstances. You have no right to object to such variances or to obtain the same variances for Yourself.

20.16 No Misrepresentations. You further represent to Us, as an inducement to Our entry into this Agreement, that You have made no misrepresentations in obtaining the award of this franchise.

20.17 Representations of Non-Violation. You represent and warrant that You can enter into this Agreement and that the execution and performance of this Agreement will not be in violation or breach, or cause the violation or breach, of any agreement or covenant between any third-party or the violation or breach of any order, decree or judgment of any court or administrative agency.

20.18 FDD Acknowledgement. You represent that You have had a copy of our franchise disclosure document ("FDD") for at least 14 calendar days or 10 business days, whichever is applicable in Your state, prior to signing this Agreement or making any payment to Us.

20.19 Waiver. We may, in writing, unilaterally waive any of Your obligations or requirements under this Agreement. Waiver by Us of any particular default by or obligation of You does not affect or impair Our rights with respect to any subsequent default by You or any of Our other rights to declare the same or subsequent acts a breach or default. Unless otherwise agreed to by Us in writing, Our acceptance of any payments due from You does not waive any prior defaults.

20.20 Counterpart and Electronic Signatures. This Agreement and its exhibits may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature with full legal force and effect and may be used for all purposes as if it were an original.

20.21 Owners of the Franchise. You represent and We rely upon Your representations in entering into this Agreement that the individuals in Exhibit "A-2" are the owners of and sole holders of a legal and beneficial interest in Your Franchise Business.

20.22 Drafting. You acknowledge that You have read this Agreement, have had the opportunity to review it with an attorney of Your respective choice and have agreed to all of its terms. The rule of construction that a contract be construed against the drafter will not be applied in interpreting this Agreement.

ARTICLE XXI
DEFINITIONS

"Competing Business" means a cookie and other dessert business, in wholesale or retail, or a business offering cookies and other desserts, or those products or services the same as or substantially similar to Your Franchise Business or the System if other than cookies and other desserts, at the time of Termination.

"Confidential Information" means any information relating to Our products or services, or operation of a Dirty Dough® Cookies business, the System, or relating to the System as a whole, Including: (i) methods, techniques, formats, specifications, procedures, and systems; (ii) hardware, software, proprietary technology, and equipment; (iii) sales and Marketing programs, sales techniques, bidding methods, etc.; (iv) the development and operation of Dirty Dough® Cookies businesses; (v) knowledge of, specifications for, and suppliers of, certain Dirty Dough® Cookies products, materials, supplies, equipment, furnishings and fixtures; (vi) operating results and financial performance of Dirty Dough® Cookies businesses; (vii) Our strategic plans and concepts for the development, operation, or expansion of Dirty Dough® Cookies businesses; (viii) the contents of Our Manuals; (ix) all Customer Data; (xi) login, passwords, access information, etc., to Our Manuals or other internal sites or shared documents (xii) Our Intellectual Property that is generally deemed confidential; (xiii) all Innovations; (xiv) Our Recipes; and (xv) any other information obtained from Us in confidence at any time by virtue of the franchise or license relationship.

"Copyright Materials" means all writings, audio recordings, materials, Manuals, artwork and designs used with the Marks or in association with the System.

"Customer Data" means any and all customers, and customer and potential customer data and lists, Including phone numbers, emails, Social Media followers' information, etc., even if mainted by You or deemed to have arisen through Your activities.

"Dispute" any claim, controversy, disagreement, or dispute of any type whatsoever.

"Fees" refers to those fees, payments, and costs You are required to pay to Us, as more fully set forth on Exhibit "A-3."

"Gross Sales" Includes the total of all sales of all products, merchandise, goods and services sold, traded, bartered, or rendered by You and income of every kind and nature, Including the value of a trade or other bartering, arising from Your Franchise Business and tangible property of every kind sold by You during the term of this Agreement. "Gross Sales" excludes bona fide credits and returns for products and excludes amounts paid by You for sales or use taxes on the sale of any products or services.

"Immediate Family" refers to and Includes each of Your spouses, parents, step-parents, children, step-children, brothers and sisters, and their spouses or children or step-children, mothers-in-law, and fathers-in-law, sons-in-law, and daughters-in law, brothers-in-law, and sisters-in-law.

"Innovation" means any idea conceived or developed, or any actual improvement, change, modification, enhancement, or addition to the System, Including to Your Franchise Business, Copyrighted Materials, Manuals, Confidential Information, website, Social Media, Marketing materials, apps or any other documents or information pertaining to or relating to the System, or any Intellectual Property related to the System, or any creative concepts, Marketing and promotional ideas or inventions related to the System, and all derivatives thereof, whether implemented in the System or not.

"Including" or "Includes" means, "including but not limited to," "including, without limitation," and similar all-inclusive and non-exhaustive meanings.

"Intellectual Property" means all Marks, trade dress, names, Copyrighted Materials, systems, patents, patent applications, trade secrets, websites, Social Media, apps, and software.

"Interim Management Period" refers to the period of time during which We step in to manage Your Franchise Business due to Your defaults or poor performance or as otherwise allowed under this Agreement.

"Internet" means any present or future interactive system for electronic communications, using lines, cables, wireless, satellite, radio or any other technology; and which involves one or more of the following: the system of interconnected computer networks that use the internet protocol suite (TCP/IP) or its successor; websites or similar remotely-accessible electronic information sources (whether password protected or not); use of domain names, other locators, or emails that use our trademarks; internet phone services; cellular or similar messaging; mobile applications; social networks or Social Media; or wikis, podcasts, online content sharing communities, or blogging.

"Lease" means a commercial lease or other document of occupancy of the Premises.

"Manuals" means one or more guides or manuals, Including an operations manual and/or policies and procedures manual, technical bulletins or other written materials as may be developed, modified and supplemented by Us periodically in printed or in an electronic format.

"Marketing" or "Market" Includes advertising, brand development, promoting and selling products and/or services, public relations campaigns, market research and other related processes.

"Marks" means the federally registered and common law trademarks and service marks owned by Us or licensed to Us, whether now or later developed. "Marks" will also Include any and all names, trade names, trademarks, slogans, service marks, logos and/or other commercial property or symbols licensed to You pursuant to this Agreement or used in connection with the System or later added to the System.

"Operating Account" means that account into which all receipts of Your Franchise Business must be deposited.

"Participant" means an owner, operator, shareholder, director, partner, member, manager, consultant, agent, employee, contractor, advisor, officer, lessor, lessee, franchisor, or franchisee.

"Principal" means shareholders, owners, partners, directors, members, managers, officers, and principal employees and contractors.

"Recipes" means Our recipes, kitchen books, ingredients, flavors, compositions, mixes, syrups, spices, sauces, dressings, cook temperatures, cook or mix times, measurements, menus, preparation techniques, methods, and formulas, etc., related to Our food or drink products and menu items.

"Shall" when used in this Agreement (even if not capitalized) means must or other similar affirmative obligation, as the context requires.

"Social Media" means any and all websites, apps and web or Internet pages for social interaction, business operation, Marketing, and other online information communications, whether now or later developed.

"Termination" or "Terminate" Includes expiration, non-renewal, repurchase of Your rights, non-granting of a Successor Franchise, non-renewal, Transfer, or any other means by which this Agreement is no longer in effect and wherein You are no longer a franchisee of the Dirty Dough® Cookies System.

"Transfer" Includes any direct or indirect assignment, transfer, division, trade, sale, gift, pledge, mortgage or granting of any security interest.

"We," "Our(s)" or "Us" only as applied to Paragraphs 2.2.3, 10.1.1, 10.1.2, and 14.8.7, Sections 3.1, 3.5, and 16.4, and Articles XI, XV Includes Our predecessors, parents, affiliates, subsidiaries, and

Our officers, directors, shareholders, members, managers, employees, agents, development agents, or others with whose conduct We are chargeable, as applicable.

"You" or "Your" Includes all signers of this Agreement, all current and subsequent guarantors, all subsequent and current members, principals, owners, partners, shareholders, managers, directors, officers, agents, affiliates, principlal employees and with those whose conduct You are chargeable.

WE CANNOT RELIABLY PROJECT YOUR FUTURE PERFORMANCE, REVENUES OR PROFITS, AND YOU REPRESENT, COVENANT AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING YOUR SUCCESS AS A FRANCHISEE, AND WE DISCLAIM ANY WARRANTY OR REPRESENTATION AS TO THE POTENTIAL SUCCESS OF THE BUSINESS OPERATIONS UNDER THIS FRANCHISE AGREEMENT. THE SUCCESS OF YOUR BUSINESS IS LARGELY DEPENDENT ON YOUR PERSONAL EFFORTS.

WE EXPRESSLY DISCLAIM THE MAKING OF ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE SALES, EARNING, INCOME, PROFITS, GROSS REVENUES, BUSINESS OR FINANCIAL SUCCESS, OR VALUE OF YOUR FRANCHISE BUSINESS.

YOU ACKNOWLEDGE THAT YOU HAVE HAD AN OPPORTUNITY TO HAVE THIS AGREEMENT AND RELATED DOCUMENTS REVIEWED BY YOUR OWN ATTORNEY.

IN WITNESS WHEREOF, the parties have respectively signed this Franchise Agreement effective as of the day and year first written above.

FRANCHISOR:	**FRANCHISEE:**
DIRTY DOUGH CORPORATE FRANCHISING LLC	______________________________
By: __________________________ (Signature)	By: __________________________ (Signature)
Name: ________________________	Name: ________________________
Title: ________________________	Title: ________________________

If the franchisee is not an entity, each person must sign personally.

By: __________________________
(Signature)

Name: ________________, personally

By: __________________________
(Signature)

Name: ________________, personally

EXHIBIT "A-1"
TO THE FRANCHISE AGREEMENT

TERRITORY AND APPROVED PREMISES:
(Map may be attached)

1. Your Territory is ___ miles from Your Premises location.

2. You approved Premises is to be located at:

____

____

Our approval of the Territory or a site is not a guarantee or a warranty of the potential success of a territory or a site.

EXHIBIT “A-2”
TO THE FRANCHISE AGREEMENT

COMPANY REPRESENTATIONS AND WARRANTIES

You make the following additional warranties and representations:

You are a (check one):

- ▫ Partnership
- ▫ Corporation
- ▫ Sole Proprietorship
- ▫ Limited Liability Company

Name of Entity: ____

State Entity was formed: _____________________________________

Date of Formation: ____

EIN: _________________________________

You must write below the name and address of each shareholder, partner, or member holding an ownership interest in the corporation, partnership or limited liability company.

Name	Address	Percentage of Ownership*

*Corporation: Percentage owned of outstanding voting stock.
*Partnership: Percentage owned in voting and in capital and profits.
*Limited Liability Company: Percentage owned in membership interest.

Dated __________________________________.

FRANCHISEE:

____

By: ___________________________________
(Signature)

Name: _________________________________

Title: _________________________________

EXHIBIT "A-3"
TO THE FRANCHISE AGREEMENT

FEE CHART[1]

The following Fees are more fully described in the Franchise Agreement.

Type of Fee	Amount	Section Reference
Marketing Fee	3% of Gross Sales	See Section 5.2
Indemnification	Varies	See Section 15.2
Non-Compete Violations Fee[1]	$500 per day for each competing business, plus Our then-current royalty rate for all Gross Sales from the competing businesses	See Section 16.9
Dispute Resolution Fees	Varies	See Section 17.2 and Section 19.3

[1] We may increase this fee by up to 15% per year during the term of the franchise agreement. Costs charged by third parties are subject to change at any time and do not have an annual cap.

EXHIBIT "A-4"
TO THE FRANCHISE AGREEMENT

BRAND PROTECTION AGREEMENT FOR PRINCIPALS

This BRAND PROTECTION AGREEMENT FOR PRINCIPALS (the "Agreement") is entered into and made effective as of the effective date listed below by DIRTY DOUGH CORPORATE FRANCHISING LLC ("Franchisor") and the undersigned ("Principals").

WHEREAS, Principals or his or her or their company entered into an agreement with Franchisor so as to be able to obtain the rights to operate a Dirty Dough® Cookies Business using the System developed by Franchisor, Including certain confidential and proprietary information of Franchisor ("Franchise Agreement"); and

WHEREAS, Principals will have access to such proprietary information; and

WHEREAS, Franchisor has developed confidential and proprietary Recipes for the operation of a Dirty Dough® Cookies Franchise Business and may continue to develop new Recipes and revise current Recipes for use in association with the Dirty Dough® Cookies System; and

WHEREAS, Principals will have access to the confidential and proprietary Recipes; and

WHEREAS, Principals recognize the value of the System and the intangible property rights licensed under the Franchise Agreement, and the importance of maintaining the Confidential Information, and recognize that the Franchisor's entering into the Franchise Agreement is conditioned upon each Principal entering into this Agreement; and

WHEREAS, all capitalized terms used, but not defined, herein will have the respective meanings assigned to them pursuant to the Franchise Agreement.

NOW THEREFORE, in consideration of Franchisor entering into the Franchise Agreement with Principals or his or her or their company, the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment. Principals individually acknowledge that he or she has obtained or may obtain access to Confidential Information developed, used, licensed to, and owned by Franchisor and made available to Principals that is necessary and essential to the operation of the Franchise Business, without which information the Franchise Business could not efficiently, effectively and profitably operate. Principals further acknowledge that such Confidential Information was not known to him or her prior to the association with Franchisor.

2. Non-Disclosure and Non-Use. Except as may be required or allowed under the Franchise Agreement, Principals and any of a Principal's Immediate Family, shall not during the term of the Franchise Agreement and any Successor Franchise or Successor Franchise Agreement or any time thereafter, directly or indirectly, use, or disclose to any third-party, or authorize any third-party to use, any information relating to the Franchise Business or interest of Franchisor, Confidential Information, the System, or other information or materials that he or she knows, or reasonably should know, is regarded as confidential to Franchisor. The parties intend that the information disclosed by Franchisor prior to the actual execution of this Agreement constitutes Confidential Information and is subject to all the terms and conditions of this Agreement (Including the covenants protecting against disclosures) as if such information had

been disclosed following the execution of this Agreement.

2.1 Duty to Notify. Principals agree to notify Franchisor of any reasonably suspected attempts to violate the terms or purposes of this Agreement and further agree to require all employees to report to it any reasonably suspected attempts to violate this Agreement. In the event it is discovered that Principals knew or had reason to know of any suspected attempts to violate this Agreement, Principals agree to indemnify Franchisor for all costs and fees associated with enforcement, and to reimburse Franchisor for those losses sustained due to such violation.

2.2 Employee Use of Recipes. Each employee authorized to use the Recipes in the operation of the Franchise will be required to sign a confidential Recipe agreement prior to use of the Recipes. Furthermore, Principals represent and warrant that they shall only authorize employees over the age of 18 to use or have access to the Recipes. All managers must all sign a confidentiality agreement that contains a confidential Recipe agreement. A form of such agreement will be provided by Franchisor, and a copy of all such signed agreements will be promptly (within 10 days) provided to Franchisor.

2.3 No Reverse Engineering. Principals shall not either personally, in concert with others, or through other authorization, reverse engineer, decompile or deconstruct or attempt to reverse engineer, decompile or deconstruct any Recipe, and shall not allow, encourage or permit any partner, owner, director, member, manager, agent, employee or other person to do so. For purposes of this Agreement, reverse engineering Includes any deviations from the Recipes that make minimal changes to the process, procedure, or ingredients such that the final result is identical or substantially similar to the result that would reasonably be expected to result from the Recipes.

2.4 Limited Use. Principals shall limit his/her use of the Recipes, Including, their recollection of the Recipes, to the performance of their duties as described in the Franchise Agreement, the Manuals, and any policies and procedures implemented by Franchisor and shall not use the Recipes for any personal use or gain.

3. Non-Competition. The following covenants will be enforced during and after the term of the Franchise Agreement:

3.1 In-Term Covenant. During the term of the Franchise Agreement and for any extensions or Successor Franchises thereof, except as permitted under the Franchise Agreement, Principals and each Principal's Immediate Family, shall not own, operate, lease, franchise, conduct, consult with, engage in, be connected with, have any interest in, or assist any person or entity engaged in or on its own account or as a Participant of any Competing Business except with Franchisor's prior written consent. Principals understand and acknowledge that to violate this Section creates irreparable harm.

3.2 Post-Term Covenant. Upon Termination for any reason of the Franchise Agreement, and any extensions thereof, or upon any Transfer or repurchase of a Principal's rights under the Franchise Agreement or the franchise entity, or a Principal's dissociation from the Franchise Business, and for a continuous, uninterrupted period of 3 years thereafter, Principals, and Principal's Immediate Family, shall not, directly or indirectly, participate as a Participant or serve in any other capacity whatsoever or have any interest in or assist any person or entity in any Competing Business within the Territory or within 25 miles of the Territory or within 25 miles of the territory of any System franchise or Dirty Dough® Cookies business operation at the time of Termination of the Franchise Agreement. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision.

Principals agree that the Franchise Business attracts customers from up to 25 miles, and that such geographical restraint is not unreasonable.

3.3 Non-Solicitation of Customers. Subject to applicable state law, Principals shall not, during the term of the Franchise Agreement and any extensions or Successor Franchise and for three years thereafter, directly or indirectly, contact any former or then-current customer of the Franchise Business, or any former or then-current customer of Franchisor (with whom the Principal had contact during the term of the Franchise Agreement) for the purpose of soliciting such customer to a Competing Business.

4. Tolling of Covenants; Breach of Non-Competition. The foregoing covenants survive the Termination of this Agreement and apply regardless of whether this Agreement was Terminated by lapse of time, by default of either party, or for any other reason. In addition to other remedies available to Franchisor, in the event a Principal violates a non-competition and/or non-solicitation covenant, the applicable non-competition or non-solicitation period will be tolled and extended for the period of that Principal's violation. Principal shall also pay Franchisor liquidated damages of $500 per day for each Competing Business for violation of Sec. 3.1 or 3.2. These liquidated damages do not represent a price for the privilege of not performing nor does the payment represent an alternative manner of performance. This Section does not preclude and is not inconsistent with a court granting Franchisor specific performance or any other equitable remedies, such as an injunction, to prevent future breaches.

5. Return of Materials. Upon the Termination of the Franchise Agreement, or a Principal's disassociation from the Franchise Business, each Principal agrees to deliver to Franchisor (and shall not keep a copy in his or her possession or deliver to anyone else) the Dirty Dough® Cookies Manuals and any and all Confidential Information.

6. Irreparable Harm. Principals hereby acknowledge and agree that any breach by him or her of any portion of Sections 1 through 5 above, inclusive, will cause damage to Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisor may be entitled, Franchisor will be entitled to temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by any Principal of any of the terms of Section 1 through 5 above, inclusive, without proof of actual damages that have been or may be caused to Franchisor by such breach. Additionally, Principals agree that the existence of any claims a Principal may have against Franchisor, whether or not arising from this Agreement or the Franchise Agreement, will not constitute a defense to Franchisor's ability to enforce the covenants set forth in this Agreement.

7. Reasonableness and Enforceability. Principals agree that the terms of this Agreement are fair and reasonable in light of the circumstances and were in part, based on the perceived or potential value of the System and the business relationship that Principals and/or his or her or their company have and will have with Franchisor. If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative. Whenever the context so requires, the masculine will Include the feminine and neuter and the singular will include the plural and conversely. Principals understand that a separate action may be brought or prosecuted against a Principal whether or not the action is brought or prosecuted against any other Principal or against the franchisee, or any or all of them, or whether any other Principal or the franchisee is or are joined in the action.

8. Governing Law and Jurisdiction. The validity, enforcement, construction, rights and liabilities of the parties and provisions of this Agreement will be governed by and interpreted in

accordance with the laws of the State of Utah without giving effect to its conflicts of law provisions. If for any reason court action is filed, Principals individually consent to the jurisdiction of the courts of record in the State of Utah, and unless the enforcement of this Agreement is brought in connection with a Dispute under the Franchise Agreement (in which case this matter may be handled through arbitration as set forth in the Franchise Agreement), each Principal agrees that proper jurisdiction and venue for all Dispute resolution will be exclusively in the state and federal courts of Salt Lake City, Utah.

9. Attorney's Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

10. Binding Agreement. This Agreement will bind the successors and assigns of a Principal and his or her heirs, personal representative, successors and assigns. No rights under this Agreement are assignable by any Principal, and any purported assignment will be null and void and of no force or effect.

11. Survival of Covenants. All covenants made in this Agreement by Principals survive the Termination of this Agreement or the Franchise Agreement or Principal's disassociation with the Franchise Business or the System in any way.

12. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by the parties.

13. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

[Remainder of page intentionally left blank]

PRINCIPALS INDIVIDUALLY ACKNOWLEDGE THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date below.

DATED ______________________.

FRANCHISOR:

DIRTY DOUGH CORPORATE FRANCHISING LLC

By: __________________________
(Signature)
Name: ________________________

Title: _________________________

PRINCIPALS:

By: __________________________
(Signature)
Name: ________________________

Title: _________________________

By: __________________________
(Signature)
Name: ________________________

Title: _________________________

By: __________________________
(Signature)
Name: ________________________

Title: _________________________

By: __________________________
(Signature)
Name: ________________________

Title: _________________________

[Signature page to Exhibit A-4, Principal Brand Protection Agreement]

EXHIBIT “A-5”
TO THE FRANCHISE AGREEMENT

EMPLOYEE BRAND PROTECTION AGREEMENT

This EMPLOYEE BRAND PROTECTION AGREEMENT (“Agreement”) is entered into as of ___________, between ______________________ (“Franchisee”) and _____________________ (“Employee”), residing at ____.

A. Franchisee is the holder of a Dirty Dough® Cookies franchise developed by Dirty Dough Corporate Franchising LLC (“Franchisor”).

B. Franchisor has developed certain confidential and proprietary information for the operation of a Dirty Dough® Cookies franchise, including without limitation, processes, methods, trade secrets, systems, software, pricing, financial information, customer data and lists, manuals, marketing techniques, and procedures (“Proprietary Information”), and Employee may in the course of his or her employment by Franchisee have access to such Proprietary Information.

C. Included in the Proprietary Information are confidential and proprietary mixes, recipes, flavors, ingredients, sauces, syrups, spices, processes, methods, formulas, temperatures, cook times, and measurements and other information relating to the preparation of food items (collectively “Recipes”) for use in the operation of a Dirty Dough® Cookies franchise businesses.

NOW, THEREFORE, in consideration of the employment of Employee by Franchisee, the parties hereto agree as follows:

1. Acknowledgement. Employee acknowledges that during the course of his or her employment by Franchisee he or she has obtained or may obtain knowledge of the Proprietary Information and other confidential matters and procedures developed, licensed to or owned by Franchisor and made available to Franchisee, which are necessary and essential to the operation of the business of Franchisee, which without such information, Franchisee could not efficiently, effectively and profitably operate its Dirty Dough® Cookies franchise. Employee shall disclose in writing to Franchisee or Franchisor, within 10 days after receipt of such Proprietary Information, as to whether such Proprietary Information was already known to him or her. Recipient agrees that by not providing such disclosure to Franchisee or Franchisor, Employee is acknowledging and representing that that such Proprietary Information was not known to Employee prior to the association with Franchisee.

2. Non-Use, Non-Disclosure. Except as may be required in the performance of duties for Franchisee, Employee shall not, during the course of his or her employment or at any time thereafter, directly or indirectly, use, or disclose to any third-party, or authorize any third-party to use any portion of the Proprietary Information, and agrees not to copy, transmit, recreate or otherwise reproduce all of any part of the Proprietary Information at any time.

2.1 No Reverse Engineering. Employee shall not, either personally, in concert with others or through other authorization, reverse engineer, decompile or deconstruct or attempt to reverse engineer, decompile or deconstruct any portion of the Proprietary Information, including without limitation, the Recipes, and will not allow, encourage or permit any partner, owner, director, member, manager, agent, employee or other person to do so. For purposes of this Agreement, reverse engineering as relates to the Recipes will include any deviations from the Recipes that make minimal changes to the process, procedure, or ingredients such that the final result is identical or substantially similar to the result that would reasonably be expected to result from the Recipes.

3. Limited Use. Employee shall not use the Proprietary Information at any time, place, or circumstance, except as directed by Franchisee or its authorized representatives. In no event shall Employee use the Proprietary Information, whether in part or in whole, outside of Employee's specific employment duties.

4. Duty to Notify. Employee agrees to notify Franchisor or Franchisee or Employee's immediate superiors of any reasonably suspected attempts to violate the terms or purposes of this Agreement or to otherwise disclose, copy or reproduce any part of the Proprietary Information. In the event it is discovered that Employee knew or had reason to know of any suspected attempts to violate this Agreement and fails to report such knowledge, Employee agrees to indemnify Franchisor and Franchisee for all costs and fees associated with enforcement, and to reimburse Franchisor and Franchisee for those losses sustained due to such violation. Employee agrees to cooperate with Franchisor and Franchisee in its or their attempts to enforce the terms of this Agreement and to otherwise protect the Proprietary Information, and to cooperate with Franchisee and Franchisor to the extent Franchisee is obligated to cooperate with Franchisor's attempts to enforce its rights in and to the Proprietary Information.

5. Return of Materials. Immediately upon the termination of employment, Employee agrees to deliver to Franchisee (and shall not keep in his or her possession or deliver to anyone else whether in hard or electronic soft copy) any and all records, data, photographs, notes, manuals, lists, correspondence, specifications, materials, other documents or property, or reproductions relating to, directly or indirectly, to the Proprietary Information.

6. Management and Supervisor Employees. This Section 6 shall only apply if Employee is a management employee and/or acts in a supervisory role over other employees. This Section 6 will only apply to the extent permitted by state law.

6.1 Non-Competition. Employee shall not, during the course of his or her employment by Franchisee, and for one year thereafter, directly or indirectly in any capacity, without Franchisee's prior written consent, engage in a business, or plan for or organize a business, or have any financial interest in, or become and owner, officer, director, shareholder, partner, associate, employee, contractor, agent, representative or consultant in any offering or selling products or services the same or substantially similar to a Dirty Dough® Cookies business. Without limiting the generality of the foregoing, the minimum area of competitive nature will be that area within a 15-mile radius of Franchisee's place of business or any Dirty Dough® Cookies business operation at the time of Employee's termination of employment. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision.

6.2 Non-Solicitation of Customers. Employee shall not, during the course of his or her employment and for two years thereafter, directly or indirectly, contact any customer or former customer of Franchisee for the purpose of soliciting such customer Dirty Dough® Cookiesto be a customer of a business that is the same as or similar to a Dirty Dough® Cookies business.

7. Irreparable Harm. Employee hereby acknowledges and agrees that any breach by him or her of any portion of Sections 1 through 6 above, inclusive, will cause damage to Franchisee and Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisee may be entitled, either Franchisee or Franchisor will be entitled to enforce this Agreement and to seek temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by Employee of any of the terms of Section 1 through 6 above, inclusive,

without proof of actual damages that have been or may be caused to Franchisee or Franchisor by such breach, and without the requirement of posting bond.

8. Modification. Employee hereby agrees that, without limitation, any modifications, alterations, changes, or improvements conceived, designed, devised, developed, perfected or made by Employee, whether alone or in conjunction with others, and related in any manner to the actual or anticipated operation of the Franchise, or the Dirty Dough® Cookies system, or to any area of research and development, must be promptly disclosed to the Franchisee and will become the property of Franchisor, and Employee hereby irrevocably assigns, transfers, and conveys any such to Franchisor.

9. Enforceability. If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative. Whenever the context so requires, the masculine will include the feminine and neuter and the singular will include the plural and conversely.

10. Survival of Covenants. All covenants made in this Agreement by Employee survive the termination of Employee's employment with Franchisee or the expiration, transfer, or termination of this Agreement.

11. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by both parties.

12. Attorneys' Fees. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

13. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

14. Third-party Beneficiary. It is agreed and acknowledged that Franchisor is a third-party beneficiary to this Agreement.

EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first herein above written.

FRANCHISEE:	EMPLOYEE (if a minor, see next page):
______________________________	________________________________
By: __________________________	By: ______________________________
Name: ________________________	Name: ____________________________
Title: _________________________	Title: _____________________________

Date: ___________________________ Date: _______________________________

Age: ______

For persons under 18 years of age, a parent or legal guardian must sign the Employee Brand Protection Agreement and complete the following section.

I, _________________________________ (Parent/Guardian), the undersigned and the parent and natural guardian of ________________________________ (minor's name), hereby acknowledge that I have executed the foregoing Employee Brand Protection Agreement for and on behalf of the minor named herein. I represent that I have legal capacity and authority to act for and on behalf of the minor named herein. As the natural or legal guardian of such minor, I hereby bind myself, the minor, and our successors and assigns to the obligations and liabilities of the foregoing Employee Brand Protection Agreement.

SIGNED AND WITNESSED ______________________________.

Signature of Parent/Guardian: __________________________________

Name of Parent/Guardian: _____________________________________

Address: ____
____

Phone: _______________________________

EXHIBIT “A-6”
TO
FRANCHISE AGREEMENT
LANDLORD’S CONSENT TO ASSIGNMENT

__________________________ (“Landlord”) hereby consents to an assignment of the lease agreement (“Lease Agreement”) to Dirty Dough Corporate Franchising LLC (“Franchisor”) for the purpose of securing the obligations of _______________________________ (“Lessee” and Franchisor’s franchisee) to Franchisor. In the event of Lessee’s breach of the Lease Agreement, Landlord agrees to provide Franchisor with written notice of any breach of the Lease Agreement that Landlord is required to provide to Lessee. Further, Landlord agrees it will not take any action to terminate said Lease Agreement without first giving Franchisor 30 days’ written notice of such breach and an opportunity, but not the obligation, to cure said breach within such notice period.

Landlord agrees to provide Franchisor with all information relating to amounts owing, settlement agreements, and all matters related to the Lease Agreement within five days of written request from Franchisor.

Landlord agrees that if the Lease Agreement or franchise agreement is terminated, Franchisor will have the right, but not the obligation, within 90 days after termination of the Lease Agreement or franchise agreement, to take possession of the premises, and to assume or reassign the Lease Agreement, or sublet the premises to another franchisee for the remaining term of the Lease Agreement; provided that Landlord will have the right to reasonably approve such reassignment or subletting.

Landlord further covenants that so long as Franchisor has not entered into possession of the leased premises, Franchisor will not be liable for rent or any other obligation under the Lease Agreement, but that Landlord will look to Lessee for all obligations under the Lease Agreement. Landlord agrees to include the terms of the attached lease rider in the Lease Agreement.

Notices to Franchisor will be sent to: Dirty Dough Corporate Franchising LLC, Attn: Bennett Maxwell, 58 South 850 East, Pleasant Grove, Utah 84062.

Dated as of _______________________.

Landlord:

By: ________________________
Its: _________________________
Print Name: ___________________

Contact person authorized to act on behalf of the Landlord:
___________________________ (Name)
___________________________ (Phone)
___________________________ (Email)
____
___________________________ (Address)

SCHEDULE "A-6.1"

To the Landlord's Consent to Assignment
Lease Rider

Notwithstanding anything in the lease to the contrary, the Landlord and Tenant agree as follows (capitalized terms not defined herein having the meanings set forth in the Franchise Agreement between Tenant and DIRTY DOUGH CORPORATE FRANCHISING LLC ("Franchisor"), Tenant's franchisor):

1. The initial term of the lease, or initial term together with renewal terms, will be for not less than 7 years from the time Tenant opens for business.

2. Landlord consents to Tenant's use and display of the Dirty Dough® Cookies Marks and signage as Franchisor may require from time to time for the Franchised Business, subject only to the provisions of applicable law.

3. Tenant will have the right to alter, renovate, add, remodel, modify, and/or change the Premises and/or other improvements upon the Premises as Tenant may deem desirable, provided that if any such alterations, renovations, additions, modifications, remodeling and/or changes to the Premises and/or improvements upon the Premises affect the exterior, structural elements or foundation of the Premises, Tenant must first obtain the consent of Landlord, which consent will not be unreasonably withheld, conditioned or delayed.

4. The Premises will be used solely for the operation of an Dirty Dough® Cookies which operates using the Dirty Dough® Cookies Marks and System while the Franchise Agreement is in effect and Tenant is in lawful possession of the Premises.

5. Landlord shall concurrently provide Franchisor with a copy of any written notice of deficiency or default under the lease sent to Tenant, and Landlord will provide Franchisor with written notice specifying any deficiencies or defaults that Tenant does not cure. Notices to Franchisor must be sent to: DIRTY DOUGH CORPORATE FRANCHISING LLC, Attn: Bennett Maxwell, 58 South 850 East, Pleasant Grove, Utah 84062, unless otherwise directed by Franchisor. Landlord will also provide Franchisor with the contact information for the Landlord's representative regarding the lease.

6. Franchisor has the right (but not obligation) to cure any deficiency under the lease within 30 days after Franchisor receives written notice of default, and Landlord will not terminate the lease during that period.

7. Landlord acknowledges that, in the event the Franchise Agreement expires or is terminated: (a) Tenant is obligated under the Franchise Agreement to take certain steps to de-identify the location as a "Dirty Dough Cookies"; and (b) Landlord shall cooperate fully with Franchisor in enforcing such provisions of the Franchise Agreement, including allowing Franchisor, its employees and agents to enter and remove signs, décor, and materials bearing or displaying any Marks, designs, or logos, provided that Landlord will not be required to bear any expense thereof.

8. Any default under the lease will constitute a default under the Franchise Agreement, and termination of the Franchise Agreement will constitute a default under the lease.

9. For a period of 90 days from the date of termination or expiration of the Franchise Agreement, Franchisor has the right, at Franchisor's election, to enter into a new lease with the Landlord on the same terms and conditions as the terminated lease. Additionally, Tenant (and any guarantors of the lease) will remain liable to Landlord for all of Tenant's obligations under the lease, notwithstanding any new lease agreement with the Franchisor or Franchisor's assignee.

10. If Franchisor so requests, Landlord shall provide Franchisor with all sales and other information that Landlord may have related to the operation of the Franchised Business.

11. Tenant is restricted from accepting any requirement under the lease that seeks to impose any restrictions (territorial or otherwise) on the development or operation of other Dirty Dough® Cookies or other dessert business by Tenant, Franchisor, or any other person or entity.

12. Landlord agrees that Tenant may not assign the lease or sublease all or any part of Tenant's occupancy rights thereunder without Franchisor's prior written consent.

13. Landlord's consent to an assignment of the lease or subletting of the Premises will not be required in connection with an assignment or subletting to Franchisor, or any parent, subsidiary or affiliate of Franchisor or Tenant, or another operator that Franchisor has approved to be the franchisee and operate at the Premises.

14. Landlord shall not sell or lease or allow the sublease of, space in the building, or on the property, to any person or entity for a cookie business. Additionally, Landlord shall not sell and will prohibit any other tenant or subtenant in the building, or on the property, from engaging in activities predominantly related to the offer and sale of products and services similar to those offered by Dirty Dough® Cookies. In the event Landlord does not comply with these restrictions, Tenant will have the right to seek an injunction prohibiting the occupancy by the new competing business or against the existing tenant, as the case may be.

15. Landlord shall, upon reasonable request from Tenant's lender, subordinate any interests it may have in Tenant's equipment or other leasehold improvements to Tenant's lender's interests.

16. No amendment may be made to the lease without Franchisor's prior written consent (which Franchisor will not unreasonably withhold or delay), and Franchisor may elect not to be bound by the terms of any amendment to the lease executed without obtaining Franchisor's prior written approval to such amendment.

IN WITNESS WHEREOF, the parties have executed this Lease Rider effective as of the date of the lease agreement.

LANDLORD:	**TENANT:**
______________________________	______________________________
By: ___________________________ (Signature)	By: ___________________________ (Signature)
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________

EXHIBIT “A-7”
TO FRANCHISE AGREEMENT

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Business Name: ______________________________

I hereby authorize Dirty Dough Corporate Franchising LLC hereinafter called (“Company”), to initiate debit entries to my checking account / savings account (select one) indicated below at the depository financial institution named below, hereinafter called (“Depository”), and to debit the same to such account. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of United States law.

Depository Name: ______________________________ Branch: ________________________

City: ____________________________ State: _________________ Zip Code: ___________

Routing Number: ___________________________ Account Number: ___________________

This authorization is to remain in full force and effect until the Company has received written notification from me of its termination in such time and in such manner as to afford the Company and Depository a reasonable opportunity to act on it.

Name: __________________________________
(please print)

Title: ____________________________

Signature: ___________________________________ Date: __________________________

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS <u>MUST</u> PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

EXHIBIT “A-8”
TO FRANCHISE AGREEMENT

State Specific Addenda

EXHIBIT "B"
TO THE FDD

STATEMENT OF PROSPECTIVE FRANCHISEE

STATEMENT OF PROSPECTIVE FRANCHISEE(S)

NOTE: Please complete in the handwriting of Prospective Franchisee(s). If more than one person is a part of the franchisee, all must initial and sign.

The undersigned Prospective Franchisee(s) ("We," "Us," "Our" or "Prospective Franchisee"), in this document), and **DIRTY DOUGH CORPORATE FRANCHISING LLC** ("Franchisor") each have an interest in making sure that no misunderstandings exist between them and understanding that the Franchisor is relying on Our statements, We represent as follows:

		Initials
A.	**The following dates and information are true and correct:**	**Initials**
	1. The date on which We received the Franchise Disclosure Document with the Franchise Agreement and all other documents for the Dirty Dough® Cookies Franchise was ______________________.	______
	2. We negotiated the following with the Franchisor: ______________________ ______________________ ______________________	______
	3. The date when We received a fully completed (ready for signatures) copy of the Franchise Agreement and other documents We later signed was ____________________.	______
	4. The earliest date on which We signed the Franchise Agreement or any other binding document was ______________________.	______
	5. The earliest date on which We delivered cash, check or other consideration to the Franchisor, or any other person or company was ______________________________.	______
B.	**Representations and Other Matters:**	
	1. No oral, written, visual or other promises, agreements, representations, understandings, "side deals," or otherwise of any type, which expanded upon or were inconsistent with the Disclosure Document, the Franchise Agreement or any other written documents, have been made to or with Us with respect to any matter, except as expressly set forth in the Franchise Agreement or a written Addendum/Appendix thereto to be signed by Us and the President of the Franchisor, except as follows: ______________________ ______________________ ______________________ (If none, write NONE)	______
	2. No oral, written, visual or other claim, guarantee or	

representation of any sort, has been made to Us which stated or suggested any specific level or range of actual or potential sales, income, expenses, profits, cash flow, by any person or entity, except for information (if any) expressly set forth in Item 19 of the Franchisor's Disclosure Document (or an exhibit referred to therein), except as follows:

______________________________________ ________

(If none, write NONE)

3. We are not relying on the Franchisor or any other entity to provide or arrange financing of any type, nor have We relied in any way on such, except as expressly set forth in the Franchise Agreement or a written Addendum/Appendix thereto to be signed by Us and the President of the Franchisor, except as follows:

______________________________________ ________

(If none, write NONE)

4. We constitute all of the executive officers, partners, shareholders, investors and/or principals of the Prospective Franchisee and each of Us individually has received the Franchise Disclosure Document and all exhibits and has carefully read, discussed, understands and agrees to the Franchise Agreement, each written Addendum/Appendix and any Personal Guarantees. ________

5. We have had an opportunity to consult with an independent professional advisor, such as an attorney or accountant, prior to signing any binding documents or paying any sums, and the Franchisor has <u>strongly</u> recommended that We obtain such independent professional advice. ________

6. We confirm that We have had the opportunity to discuss the proposed purchase of, or investment in, a Dirty Dough® Cookies Franchise with existing Dirty Dough® Cookies franchisees. ________

7. We understand that entry into any business venture necessarily involves some unavoidable risk of loss or failure and that the Dirty Dough® Cookies Franchise is a speculative investment. Investment beyond that outlined in the Disclosure Document may be required to succeed and there exists no guaranty against possible loss or failure and the most important factors in our success are Our personal business, marketing, sales, management, judgment and other skills. ________

If there are any matters inconsistent with the statements in this document, or if anyone has suggested that We sign this document without all of its statements being true, correct and complete, We will (a) **immediately** inform the Franchisor's President; and (b) make a written statement regarding such next to my signature below so that the Franchisor may address and resolve any such issue(s) at this time before going forward. _______

We understand and agree that the Franchisor does not furnish or endorse or authorize its salespersons or others to furnish or endorse, any oral, written or other information concerning actual or potential sales, income, expenses, profits, cash flow, or otherwise, that any such information not expressly set forth in Item 19 of the Franchisor's Disclosure Document (or in a formal exhibit to the Disclosure Document). _______

8. We acknowledge that the law governing the franchise relationship is Utah law and that the exclusive venue for any dispute will be in Salt Lake City, Utah _______

9. We are also a franchisee in the following system(s):
   ____ _______
   (write "NONE" if not a franchisee for another franchise system) _______

   That franchise was first purchased on ______________.

We understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

DATED ______________________.

PROSPECTIVE FRANCHISEE ENTITY:

____

By:____________________________________
(Signature)

Name: __________________________________

Title: __________________________________

INDIVIDUALS: (individual owners)

By:________________________________
(Signature)

Name: ______________________________

Title: _______________________________

By:________________________________
(Signature)

Name: ______________________________

Title: _______________________________

By:________________________________
(Signature)

Name: ______________________________

Title: _______________________________

By:________________________________
(Signature)

Name: ______________________________

Title: _______________________________

EXHIBIT "C"
TO THE FDD

FINANCIAL STATEMENTS
(Attached)

Unaudited Opening Balance Sheet Dated March 10, 2022

Dirty Dough Corporate Franchising LLC
Balance Sheet
As of March 10, 2022

	Total
ASSETS	
Current Assets	
Bank Accounts	
Corp Franchising Acct	10,000.00
Total Bank Accounts	**$ 10,000.00**
Total Current Assets	**$ 10,000.00**
TOTAL ASSETS	**$ 10,000.00**
LIABILITIES AND EQUITY	
Liabilities	
Total Liabilities	
Equity	
Opening Balance Equity	10,000.00
Retained Earnings	0.00
Net Income	0.00
Total Equity	**$ 10,000.00**
TOTAL LIABILITIES AND EQUITY	**$ 10,000.00**

Thursday, Mar 10, 2022 01:39:36 PM GMT-8

EXHIBIT “D”
TO THE FDD

SCHEDULE OF FRANCHISEES:
(as of September 30, 2021)

CURRENT FRANCHISES: NONE

This is a new franchise offer and no franchises were sold, transferred, terminated, not renewed, reacquired or left the system at time of preparation of this disclosure document.

TRANFERS: NONE

CLOSURES: NONE

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

EXHIBIT "E"
TO THE FDD

LIST OF AGENTS FOR SERVICE OF PROCESS

If a state is not listed, Dirty Dough Corporate Franchising LLC has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed below in which Dirty Dough Corporate Franchising LLC has appointed an agent for service of process.

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California	Commissioner of Financial Protection and Innovation	Department of Financial Protection and Innovation	2101 Arena Blvd., Sacramento, CA 95834	(916) 445-7205 (866) 275-2677
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Suite 315, West Tower, Atlanta, GA 30334	
Hawaii	Commissioner of Securities	Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch	335 Merchant Street, Room 203, Honolulu, HI 96813	(808) 586-2722
Illinois	Chief, Franchise Division	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4465
Indiana	Indiana Secretary of State		210 State House, Indianapolis, IN 46204	
Maryland	Maryland Securities Commissioner	Division of Securities; Office of Attorney General	200 St. Paul Place, 20th Floor, Baltimore, MD 21202-2020	(410) 576-6360
Michigan	Antitrust and Franchise Business	Michigan Department of the Attorney General's Office; Franchise Administrator; Consumer Protection Division	6546 Mercantile Way, Lansing, MI 48910	(517) 373-7117
Minnesota	Commissioner of Commerce	Minnesota Department of Commerce	85 7th Place East, Suite 280, St. Paul, MN 55101	(651) 539-1500
New York	New York Department of State		One Commerce Plaza, 99 Washington Avenue, 6th Floor, Albany, NY 12231-0001	(518) 473-2492

North Dakota	North Dakota Securities Department		600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414, Bismarck, ND 58505-0510	(701) 328-4712
Oregon	Director of Insurance & Finance	Business Service Division of Finance and Corporate Securities Labor and Industries Building	Salem, OR 97310	(503) 378-4387
Rhode Island	Chief Securities Examiner of Business Regulation	Department of Business Regulation Securities Division	1511 Pontiac Avenue, John O. Pastore Complex – Building 69-1, Cranston, RI 02920	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 South Euclid Avenue, 2nd Floor, Pierre, SD 57501-3185	(605) 773-3563
Virginia	Clerk of the State Corporation Commission		1300 East Main Street, 1st Floor, Richmond, VA 23219	
Washington	Director of Financial Institutions		150 Israel Road SW, Tumwater, WA 98501	(360) 902-8760
Wisconsin	Wisconsin Commissioner of Securities	Franchise Investment Division	101 East Wilson Street, Fourth Floor, Madison, WI 53702	

EXHIBIT "F"
TO THE FDD

LIST OF STATE AGENCIES RESPONSIBLE FOR
FRANCHISE DISCLOSURE/REGISTRATION LAWS

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California		Department of Financial Protection and Innovation	Sacramento: 2101 Arena Blvd., Sacramento, CA 95834 San Diego: 1350 Front Street, Room 2034, San Diego, CA 92101-3697 San Francisco: One Sansome Street, Ste. 600, San Francisco, CA 94101 Los Angeles: 320 West 4th Street, Ste. 750, Los Angeles, CA 90013-2344	Sacramento: (916) 445-7205 San Diego: (619) 525-4233 San Francisco: (415) 972-8559 Los Angeles: (213) 576-7500 Toll Free: (866) 275-2677
Connecticut	Securities and Business Investment Division	Connecticut Department of Banking	260 Constitution Plaza, Hartford, CT 06103-1800	(860) 240-8233
Florida	Division of Consumer Services	Department of Agriculture and Consumer Services	P.O. Box 6700, Tallahassee, FL 23214-6700	(805) 488-2221 Fax: (805) 410-3804
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Ste. 315, West Tower, Atlanta, GA 30334	
Hawaii	Business Registration Division, Commissioner of Securities	Department of Commerce and Consumer Affairs	P.O. Box 40, Honolulu, HI 96810	(808) 586-2744
Illinois	Franchise Bureau	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4436
Indiana	Franchise Section	Indiana Securities Division, Secretary of State	302 West Washington Street, Room E-111, Indianapolis, IN 46204	(317) 232-6681
Iowa	Iowa Securities Bureau		340 Maple, Des Moines, Iowa 50319-0066	(515) 287-4441

Maryland	Office of the Attorney General	Division of Securities	200 St. Paul Place, 20th Floor, Baltimore Maryland 21202-2020	(410) 576-6360
Michigan	Michigan Attorney General's Office	Consumer Protection Division; Attn: Franchise Section	525 West Ottawa Street, Williams Building, 6th Floor, Lansing, MI 48933	(517) 373-7117
Minnesota	Minnesota Department of Commerce	Securities – Franchise Registration	85 7th Place East, Suite 280, St. Paul, Minnesota 55101-2198	(651) 539-1600
Nebraska	Bureau of Securities/Financial Institutions Division	Department of Banking and Finance	1526 K Street, Suite 300, Lincoln, NE 68508-2732	(402) 471-3445
New York	NYS Department of Law	Investor Protection Bureau	28 Liberty St. 21st Floor, New York, NY 10005	(212) 416-8222 Fax: (212) 416-6042
North Dakota	Franchise Examiner	North Dakota Securities Department	600 East Boulevard Avenue, State Capital 5th Floor, Dpt 414, Bismarck, ND 58505-0510	(701) 328-4712
Oregon	Division of Finance and Corporate Securities	Department of Consumer and Business Services	Labor and Industries Building	(503) 378-4140 Fax: (503) 947-7862
Rhode Island	Securities Division	Department of Business Regulation	1511 Pontiac Avenue, John O. Pastore Complex 69-1, Cranston, RI 02920-4407	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 S. Euclid 2nd Floor, Pierre, SD 57501-3185	(605) 773-3563 Fax: (605) 773-5953
Texas	Secretary of State	Registration Division	P.O. Box 13193, Austin, TX 78711-3193 1719 Brazos, Austin, TX 78707	(512) 475-1769
Utah	Division of Consumer Protection	Utah Department of Commerce	160 East 300 South, SM Box 146704, Salt Lake City, UT 84114-6704	(801) 530-6601 Fax: (801) 530-6001
Virginia	State Corporation Commission	Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor, Richmond, VA 23219	(804) 371-9051
Washington	Securities Division	Department of Financial Institutions	P.O. Box 9033, Olympia, WA 98507-9033	(360) 902-8760
Wisconsin	Division of Securities	Department of Financial Institutions	P.O. Box 1768, Madison, WI 53701	(608) 266-2801

Federal Trade Commission	Division of Marketing Practices	Bureau of Consumer Protection	Pennsylvania Avenue at 6th Street, NW, Washington DC 20580	(202) 326-3128

“**EXHIBIT “G”**
TO THE FDD

TABLE OF CONTENTS FOR THE OPERATIONS MANUAL

TABLE OF CONTENTS

EXHIBIT "H"
TO THE FDD

FORM CONTRIBUTION AGREEMENT

CONTRIBUTION AGREEMENT
(FORM)

This Contribution Agreement (this "Agreement"), dated as of ____________, 20___, is entered into by and among Dirty Dough Corporate Franchise Management LLC, a Utah limited liability company ("DDCFM"), ________________________________, a Utah limited liability company (the "Company"), and ____________________________ ("Investor").

WHEREAS, the Company was formed on _____________, as a wholly owned subsidiary of DDCFM (with DDCFM holding all 51,000 common membership units thereof);

WHEREAS, Investor desires to contribute $210,000.00 to DDCFM (the "Capital Contribution"), as follows: $145,000.00 in cash and (b) the obligation to sign for and guaranty the lease agreement to lease up to $65,000.00 in restaurant equipment for the benefit of the Company (the "Lease Obligations")]; and

WHEREAS, in consideration for the contribution of the Capital Contribution, DDCFM desires to cause the Company to issue and sell to Investor [49,000] common membership units of the Company (the "Common Units"), subject to the terms and conditions of this Agreement and that certain Amended and Restated Operating Agreement of the Company dated on or about the date hereof among DDCFM, Investor and the other members of the Company, if any (the "Operating Agreement").

NOW THEREFORE, in consideration of the foregoing recitals, the covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Contribution. Investor hereby pays, conveys and contributes to DDCFM all of Investor's right, title, and interest in and to the Capital Contribution, and DDCFM hereby accepts such contribution. The cash portion of the Capital Contribution shall be paid in cash or by wire transfer of immediately available funds, as reasonably determined by DDCFM, on or promptly following the date of this Agreement. [In addition, with respect to the Lease Obligations, Investor's performance thereof shall occur at any time following the date of this Agreement upon at least five (5) business days' prior written notice to Investor by the Company, and Investor's failure to so perform shall constitute a material breach of this Agreement by Investor].

2. Issuance of Common Units. In exchange for the contribution of the Capital Contribution to DDCFM, the Company hereby issues the Common Units to Investor and Investor hereby accepts such issuance of the Common Units; provided that, as a condition of Investor's receipt and acceptance thereof, Investor shall execute and deliver to the Company the Operating Agreement and the Franchise Documents (as defined in the Operating Agreement) to which Investor is a party. Investor acknowledges and agrees that Investor has reviewed (with counsel of Investor's choosing) the contents of the Operating Agreement and the Franchise Documents and understands Investor's rights and obligations thereunder.

3. Representations and Warranties of Investor. In addition to the representations, warranties and covenants set forth in Article 9 of the Operating Agreement, Investor hereby represents and warrants to the Company that:

(a) *Organization*. If Investor is not a natural person, Investor is a limited liability company, corporation or trust duly organized, validly existing and in good standing under the laws of its organization, formation or incorporation, as applicable.

(b) *Power and Authority*. Investor has the requisite power and authority to execute and deliver this Agreement and perform its obligations pursuant to this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Investor, and (assuming due authorization, execution and delivery by DDCFM and the Company) this Agreement constitutes the legal, valid and binding obligations of Investor, enforceable against Investor in accordance with its respective terms, except as such enforceability may be limited by applicable insolvency, bankruptcy, reorganization, moratorium or other similar laws affecting creditors' rights generally or applicable equitable principles (whether considered in a proceeding at law or in equity).

(c) *Investment Representations*.

(i) Investor is an "accredited investor," as such term is defined in Regulation D as promulgated under the Securities Act of 1933, as amended (the "***1933 Act***").

(ii) Investor is acquiring the Common Units for Investor's own account, for investment purposes only and not with a view to the distribution (as such term is used in Section 2(11) of the 1933 Act) of such Common Units. Investor understands that the Common Units have not been registered under the 1933 Act and cannot be sold unless subsequently registered under the 1933 Act or an exemption from such registration is available.

(iii) Investor has such knowledge and experience in financial and business matters that Investor is capable of evaluating the merits and risks of an investment in the Company and protecting Investor's own interests in connection with the transactions contemplated hereunder.

(iv) Investor has received or had access to all the information that Investor considers necessary or appropriate for deciding whether to enter into this Agreement. Investor further represents that Investor has had an opportunity to ask questions and receive answers from DDCFM and the Company regarding the business properties, prospects and financial condition of the Company and to obtain additional information necessary to independently verify the accuracy of any information furnished to Investor or to which Investor had access.

(v) Acquiring the Common Units pursuant to the terms of this Agreement is a highly speculative investment that involves substantial risk. Investor has carefully considered such risks prior to making a decision to enter into this Agreement. Investor is able, without impairing Investor's financial condition, to hold the Common Units for an indefinite period of time and to suffer a complete loss of Investor's investment.

(vi) Investor understands and acknowledges that (i) the Capital Contribution does not necessarily represent the fair market value of the Common Units; (ii) neither DDCFM nor the Company makes any warranty or representation as to the fairness of the Capital Contribution or the fair market value of the Common Units; and (iii) the fair market value of the Common Units may be substantially lower than the value of the Capital Contribution.

(vii) Investor has reviewed and evaluated with Investor's own tax and other advisors the federal, state and local tax consequences of the transactions contemplated by this Agreement and has independently determined to agree to the terms and conditions set forth herein. Investor is relying solely on such advisors and not on any statements or representations made by either DDCFM or the Company, or their respective agents. Investor understands that Investor (and not DDCFM or the Company) will be solely liable for Investor's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

4. Representations and Warranties of DDCFM and the Company. In addition to the representations and warranties of DDCFM, the Company and their respective Affiliates in the Operating Agreement and the Franchise Documents, each of DDCFM and the Company hereby severally, and not jointly, represents and warrants to Investor that:

(a) *Organization*. DDCFM and the Company are limited liability companies duly organized, validly existing and in good standing under the laws of the State of Utah and has all requisite power and authority to conduct its business in the manner in which it is now being conducted or proposed to be conducted.

(b) *Power and Authority*. DDCFM and the Company have the requisite power and authority to execute and deliver this Agreement and perform its obligations pursuant to this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by DDCFM and the Company, and (assuming due authorization, execution and delivery by Investor) this Agreement constitutes the legal, valid and binding obligations of DDCFM and the Company, enforceable against them in accordance with its respective terms, except as such enforceability may be limited by applicable insolvency, bankruptcy, reorganization, moratorium or other similar laws affecting creditors' rights generally or applicable equitable principles (whether considered in a proceeding at law or in equity).

(c) *Valid Issuance of Common Units*. The Common Units, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions under the Operating Agreement, applicable state and federal securities laws, and liens or encumbrances created by or imposed by Investor.

5. Specific Performance; Liquidated Damages. The parties hereto agree that irreparable damage would occur in the event that any of the Lease Obligations were not performed by Investor in accordance with their specific terms or were otherwise breached. Therefore, in the event of any actual or threatened default in, or breach of, any of the terms, conditions and provisions of this Agreement by Investor, DDCFM and/or the Company shall have the right to specific performance and injunctive or other equitable relief of their rights under this Agreement, including the Lease Obligations, in addition to any and all other rights and remedies at law or in equity, and all such rights and remedies shall be cumulative. Notwithstanding the foregoing, DDCFM may, at its option, require Investor to contribute an additional $65,000.00 to DDCFM in lieu, and in satisfaction of, the Lease Obligations; in such case, Investor shall contribute such additional amount (which the parties acknowledge as liquidated damages and not a penalty) to DDCFM within ten (10) days of written notice of such election by DDCFM.

6. General Provisions.

(a) *Entire Agreement; Amendments and Waivers*. This Agreement, together with the Operating Agreement, the Franchise Documents and the other documents and agreement referenced herein or executed in connection herewith, represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and may be amended, supplemented, or changed, and any provision hereof may be waived, only by a written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification, or waiver is sought.

(b) *Governing Law*. This Agreement shall be governed by the laws of the State of Utah without respect to the principles of conflicts of law.

(c) *Survival*. Unless otherwise set forth in this Agreement, the representations and warranties contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the closing of the transactions contemplated herein.

(d) *Severability*. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect to the greatest extent possible.

(e) *Further Assurances*. Each of the parties hereto agrees to use its reasonable best efforts, upon the reasonable request of any other party hereto, to take, or cause to be taken, all actions necessary or appropriate to further effectuate the terms hereof, including the execution and/or delivery of such documents and instruments to evidence the transactions contemplated by, and in accordance with, this Agreement.

(f) *Binding Effect; Assignment*. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by any party hereto (by operation of law or otherwise) without the prior written consent of the other parties hereto, and any attempted assignment without the required consents shall be null and void.

(g) *Attorneys' Fees*. In the event that any dispute among the parties to this Agreement should result in litigation, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys, which shall include, without limitation, all fees, costs and expenses of appeals.

(h) *Counterparts*. This Contribution may be executed in more than one counterpart (including via facsimile or via digital imaging and electronic mail), each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

DDCFM:

DIRTY DOUGH CORPORATE FRANCHISE MANAGEMENT LLC

By: ______________________________

Name: ______________________________

Title: ______________________________

COMPANY:

____
[FRANCHISE ENTITY NAME]

By: ______________________________

Name: ______________________________

Title: ______________________________

INVESTOR:

____
[INVESTOR NAME]

By: ______________________________

Name: ______________________________

Title: ______________________________

EXHIBIT “I”
TO THE FDD

FORM AMENDED OPERATING AGREEMENT FOR THE FRANCHISEE ENTITY

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
[FRANCHISE ENTITY NAME], LLC

This Amended and Restated Operating Agreement (as amended, supplemented or otherwise modified from time to time, this "Agreement") of ______________________________, a Utah limited liability company (the "Company"), effective as of _________________, is executed and agreed to by all of the members of the Company.

RECITALS

WHEREAS, the Company was formed on _____________, 20___ as a wholly owned subsidiary of Dirty Dough Corporate Franchising Management LLC, a Utah limited liability company ("DDCFM");

WHEREAS, DDCFM entered into that certain Operating Agreement of the Company dated effective ____________ (the "Prior Operating Agreement") pursuant to which the Company issued 51,000 Units to DDCFM;

WHEREAS, pursuant to the terms and conditions of one or more Contribution Agreements on or about the date hereof (the "Contribution Agreements") among DDCFM, the Company and the Investor(s) (as defined below), the Investor(s) contributed cash and/or other value to DDCFM in exchange for DDCFM causing the Company to issue and sell an aggregate of 49,000 Units to the Investor(s); and

WHEREAS, in connection with such contributions and issuance of Units, the undersigned now desire to amend and restate the Prior Operating Agreement in its entirety.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

ARTICLE 1. DEFINITIONS

In addition to other terms defined throughout this Agreement, the following terms shall have the meanings set forth in this Article:

1.01 "Act" means the Utah Revised Uniform Limited Liability Company Act, as set forth in Utah Code Sections 48-3a-101 et seq., and any successor statute, as amended from time to time.

1.02 "Appraiser" means a Person who is (a) not an affiliate of the Company, any Member, any Manager or any of their respective members, shareholders, managers, directors or officers, and (b) qualified by appropriate licensure or certification to conduct appraisals of interests in a limited liability company, taking into consideration the nature of the assets owned and business conducted by the Company.

1.03 "Available Cash" means the gross cash proceeds from Company operations (including sales and dispositions of property) less the portion thereof used to pay or establish reserves for all Company expenses, guaranteed payments, debt payments, capital improvements, replacements and contingencies, all as determined by the Board of Managers in its sole discretion. Available Cash shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of cash reserves previously established.

1.04 "Board of Managers" means the Manager(s) of the Company acting together as the governing board of the Company pursuant to the terms of this Agreement.

1.05 "Capital Account" shall refer to a Member's equity in the Company as described and adjusted in Section 4.03 and the other applicable provisions of this Agreement.

1.06 "Capital Contribution" means (a) the cash or property, other than services, contributed to the Company or, (b) solely with respect to Investors, the cash or property contributed to DDCFM pursuant to the Contribution Agreements in exchange for Units.

1.07 "Certificate" means the Certificate of Organization of the Company that has been filed with the Division to organize the Company as a limited liability company, including any amendments and restatements thereof.

1.08 "Code" means the Internal Revenue Code of 1986, as amended, including any applicable Treasury Regulations promulgated thereunder.

1.09 "Division" means the Division of Corporations and Commercial Code of the Utah Department of Commerce.

1.10 "Franchise Documents" means the franchise disclosure document along with its attachments regarding the franchise offering to operate a Dirty Dough® Cookies franchise by Dirty Dough Corporate Franchising LLC.

1.11 "Investor(s)" means each Member or Transferee other than DDCFM.

1.12 "Involuntary Transfer" means any Transfer of Units by a Member resulting from (i) any seizure under levy of attachment or execution, (ii) any bankruptcy (whether voluntary or involuntary), (iii) any Transfer to a state or to a public officer or agency pursuant to any statute pertaining to escheat or abandoned property, (iv) any divorce or separation agreement or a final decree of a court in a divorce action, (v) death or permanent disability (except to the extent resulting in a Permitted Transfer) or (vi) the operation of law.

1.13 "IRS" means the Internal Revenue Service of the United States.

1.14 "Losses" means, for any given tax year, the Company's loss for such tax year, as determined in accordance with accounting principles appropriate to the Company's method of accounting and consistently applied.

1.15 "Majority Vote" means (a) in the case of a vote or consent by the Members, the vote or consent of Members holding more than 50% of the Units entitled to vote upon or consent to such matter, which vote must include DDCFM (its successor) and (b) in the case of a vote or consent by the Board of Managers, the vote or consent of a majority of the Managers, each Manager being entitled to one vote.

1.16 "Manager" means a Person, whether or not a Member, who is named as a manager of the Company in Section 6.01 or hereafter is appointed as an additional or successor Manager in accordance with the terms of this Agreement.

1.17 "Member" means each Person executing this Agreement and identified on the signature page(s) hereof as a "Member" and any Person who is subsequently admitted as an additional or substitute Member of the Company pursuant to the terms of this Agreement.

1.18 "Permitted Transfer" means a Transfer (a) by a partnership to its partners or former partners in accordance with partnership interests, (b) by a limited liability company to its members or former members in accordance with their interest in the limited liability company, (c) by a corporation or other entity to its equity holders in accordance with such equity interests, (d) by a Member to the Member's spouse, parent, sibling, lineal descendant, a spouse of a lineal descendant, or to one or more trusts, corporations, partnerships, or limited liability companies for the exclusive benefit of such Member or those members of such Member's family specified in this clause, (e) by a Member to the Member's estate or testamentary trust, (f) by a trust to a beneficiary of such trust, (g) by a Member to another Member, (h) by DDCFM (or any successor thereof) to an Affiliate thereof, or (i) authorized as such by the Board of Managers.

1.19 "Person" means any individual, association, cooperative, corporation, trust, partnership, joint venture, limited liability company, or other legal entity.

1.20 "Profits" means, with respect to any given tax year, the Company's income for such tax year, as determined in accordance with accounting principles appropriate to the Company's method of accounting and consistently applied.

1.21 "Quorum" means, with respect to a meeting of the Board of Managers, a majority of the Managers and, with respect to a meeting of the Members, Members who collectively hold a majority of the Units entitled to vote.

1.22 "Transfer" and its derivatives mean any gift, sale, assignment, conveyance, transfer, exchange, pledge or grant of a security interest in or other creation of a lien on or other disposition, voluntarily or involuntarily, directly or indirectly, of a Unit (including an Involuntary Transfer); provided that the term "Transfer" shall not include a redemption of Units by the Company. Unless first approved in writing by the Board of Managers, a change in 50% or more of the equity ownership (or any other change in the controlling interest) of a Member that is an entity shall constitute a "Transfer."

1.23 "Transferee" means a Person who dissociates as a Member or acquires a Unit by Transfer from a Member or another Transferee and is not admitted as a Member in accordance with this Agreement. Notwithstanding anything herein to the contrary, (a) Transferees and the Units held by Transferees shall be subject to all of the obligations and restrictions set forth in this Agreement applicable to Members and the Units held by Members, (b) Units held by a Transferee shall not have any voting rights, and (c) a Transferee shall not have any of the rights of a Member set forth herein, other than the right to receive distributions made with respect to the Units held by such Transferee.

1.24 "Treasury Regulations" shall refer to the income tax regulations promulgated under the Internal Revenue Code and in effect as of the date hereof, as modified and supplemented or superseded after the date hereof.

1.25 "Unit" means a common membership interest in the Company, including all benefits and obligations to which the holder of such Units may be entitled or subject under this Agreement.

1.26 "Unreturned Capital" means, with respect to an Investor as of a particular date, (i) an amount equal to any and all cash and other contributions of property (including contributed equipment, but excluding guarantees), as may be set forth in greater detail on Exhibit A, minus (ii) all distributions previously made by the Company in respect of such Units pursuant to Section 5.03(b) (including by virtue of Section 8.03).

ARTICLE 2. ORGANIZATION

2.01 Formation; Company Name. The Company has been formed by the filing of the Certificate with the Division pursuant to the Act. This Agreement is intended to provide for the regulation and management of the affairs of the Company. The name of the Company is [FRANCHISE ENTITY NAME], LLC, and the business of the Company shall be conducted under that name and such other names as the Board of Managers may select from time to time and which is in compliance with applicable laws.

2.02 Agent for Service of Process. The Company's initial agent for acceptance of service of process shall be the registered agent named in the Certificate. The Board of Managers may from time to time designate another agent for acceptance of service of process and amend the Certificate or file a statement of change with the Division to reflect such change.

2.03 Members. The Members (together with their respective addresses) identified on Exhibit A shall constitute all of the members in the Company, and additional Members shall not be admitted to the Company except as expressly provided for herein.

2.04 Character of Business. The Company is organized primarily for the object and purpose of (a) acquiring, owning, holding, operating, selling, and otherwise managing one or more Dirty Dough® Cookies franchise stores in accordance with and subject to the terms of the Franchise Documents, (b) managing the business operations thereof until its disposition or until the termination of the Company in accordance with this Agreement, whichever first occurs, and (c) engaging in any other lawful business activity permitted under the laws of the State of Utah as the Board of Managers shall deem necessary or advisable, all upon the terms and conditions set forth in this Agreement. For all purposes of this Agreement and the Act, all actions within such scope of activity that are authorized or ratified by the Board of Managers on behalf of the Company or by the Majority Vote of the Members shall be deemed to be within the ordinary course of the Company's business, and no further vote, consent, ratification, or approval of the Board of Managers or the Members shall be required under Section 407 of the Act or any other provision of the Act with respect to such actions.

2.05 Perpetual Duration. The period of the Company's duration shall be perpetual; provided, however, that the Company may be dissolved in accordance with the provisions of ARTICLE 8.

2.06 Investor Obligations. Each Investor acknowledges and agrees that, in connection with the management and operation of the business of the Company, such Investor may be required to take certain actions from time to time as determined by the Board of Managers. By way of example, each Investor agrees to personally guarantee the lease or other contractual obligations to the extent required by the lessor of real or personal property in the event the Company is unable to achieve an alternative satisfactory to the Company and to such lessor.

ARTICLE 3. MEETINGS OF THE MEMBERS

3.01 Annual Member Meetings. No annual meeting of the Members shall be required. However, the Board of Managers may, in its discretion, schedule an annual meeting of the Members each year on the date, at the time, and at the place, fixed by the Board of Managers. The business conducted at each annual meeting shall include the election of one or more Managers to fill any then-existing vacancy(ies) on the Board of Managers and such other business as may come before the meeting.

3.02 Special Member Meetings. Special meetings of the Members may be called, for any purposes described in the notice of the meeting, by the Board of Managers or the holder(s) of not less than one-half of all Units entitled to vote at the meeting.

3.03 Notice of Member Meeting.

(a) Required Notice. Written notice stating the place, day, and hour of any annual or special Member meeting shall be delivered not less than ten nor more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of the person or group calling the meeting, to each Member entitled to vote at such meeting. Notice shall be deemed to be effective when mailed.

(b) Adjourned Meeting. If any Member meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place, if the new date, time, or place is announced at the meeting before adjournment.

(c) Contents of Notice. Notice of any special meeting of the Members shall include a description of the purpose or purposes for which the meeting is called. Notice of an annual meeting of the Members need not include a description of the purpose or purposes for which the meeting is called.

(d) Waiver of Notice of Meeting. Any Member may waive notice of a meeting by a writing signed by the Member that is delivered to the Company (either before or after the date and time stated in the notice as the date or time when any action will occur or has occurred) for inclusion in the minutes or filing with the Company's records. A Member's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

3.04 Member Voting Requirements. If a Quorum exists, action on a matter (other than the election of Managers) is approved if the votes favoring the action exceed the votes opposing the action, unless the Act, the Certificate, or this Agreement requires a greater number of affirmative votes. Once a Unit is represented for any purpose at a meeting, including the purpose of determining that a Quorum exists, it is deemed present for Quorum purposes for the remainder of the meeting and for any adjournment of that meeting, unless a new record date is or must be set for that adjourned meeting.

3.05 Proxies. At all meetings of the Members, a Member may vote the Units the Member is entitled to vote in person or by a proxy executed in any lawful manner. Such proxy shall be filed with the Company before or at the time of the meeting. Each proxy shall be valid for eleven (11) months from the date of its execution unless a longer or shorter period is provided in the proxy.

3.06 Voting of Units. Unless otherwise provided in this Agreement, each outstanding Unit entitled to vote shall be entitled to one vote, and each fractional Unit shall be entitled to a corresponding fractional vote, upon each matter submitted to a vote at a meeting of Members. Units held by Transferees are not entitled to vote on any matter.

3.07 Action by Members without a Meeting. Any action which may be taken at any annual or special meeting of Members may be taken without a meeting and without prior notice if one or more consents in writing, setting forth the action so taken, are signed by the holders of outstanding Units having not less than the minimum number of votes necessary to authorize or take the action at a meeting at which all Units entitled to vote thereon were present and voted. Action taken under this Section 3.07 has the same effect as action taken at a meeting of Members and may be so described in any document.

ARTICLE 4. CONTRIBUTIONS AND CAPITALIZATION

4.01 Contributions to Capital and Ownership of Units. The Members have contributed or shall contribute to the Company the property, or other consideration, set forth on Exhibit A or as otherwise set forth in the books and records of the Company (including, with respect to Investors, contributions made to DDCFM pursuant to the Contribution Agreements). All membership interests in the Company shall be represented by Units, and each Member holds the number and class of Units in the Company reflected on Exhibit A. No interest income shall be paid to the Members on their Capital Contributions or on any subsequent contributions made by the Members. No withdrawals of the Company capital, other than distributions under Section 5.03, will be permitted except as authorized by the Board of Managers. No Investor shall be obligated to make any additional Capital Contributions to the Company except as the Company and such Investor may agree in writing.

4.02 Additional Capital Contributions. The Board of Managers shall determine whether and to what extent DDCFM shall be required to make Capital Contributions to the Company; provided that DDCFM hereby agrees to contribute such amounts as shall be necessary to commence the business operations of the Company's franchise store(s); provided further that in no event shall DDCFM be obligated to contribute more than 70% of the aggregate amount of cash received by DDCFM from Investors under the Contribution Agreements.

4.03 Capital Accounts. An individual Capital Account shall be maintained for each Member in accordance with Section 1.704-1(b)(2)(iv) of the Treasury Regulations and the following provisions: (a) to such Member's Capital Account there will be credited such Member's Capital Contributions, such Member's distributive share of Profits and items of income or gain specially allocated hereunder, and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company assets distributed to such Member; and (b) to such Member's Capital Account there will be debited the amount of cash and the book value of any other property of the Company distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses and items of loss, expense and deduction specially allocated hereunder, and the amount of any liabilities of such Member that are assumed by the Company or that are secured by any property contributed by such Member to the Company; and (c) in determining the amount of any liability for purposes of this Section 4.03, there will be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and the Treasury Regulations. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Sections 1.704-1(b) and 1.704-2 of the Treasury Regulations and shall be interpreted and applied in a manner consistent therewith. In the event that the Board of Managers shall determine that it is prudent to modify the manner in which the Capital Accounts, or any additions or subtractions thereto, are computed in order to comply with such Treasury Regulations, the Board of Managers may make such modification.

4.04 Revaluation of Capital Accounts. In accordance with the provisions of the Treasury Regulations, if money or property in other than a de minimis amount is contributed to the Company, or distributed by the Company to a Member, the Capital Accounts of the Members and carrying values of all the Company's property may be adjusted to reflect the fair market value of the company property on the date of adjustment, as set forth in the Treasury Regulations.

4.05 **Return of Capital**. There is no guarantee of the realization of a profit or distribution of any particular amount of cash to Members at any particular times (including upon liquidation of the Company). Each Member shall look solely to Company assets for the return of such Member's contributions to Company capital, and if Company assets are insufficient to return such contributions, such Member shall have no recourse against any other Member for that purpose.

4.06 **Additional Units**. Subject to the limitations set forth in this Agreement, the Board of Managers may from time to time cause the Company to create new classes of Units and issue such Units or issue additional Units from existing classes of Units to existing Members or new Members and make any reasonable or necessary conforming amendments to this Agreement to reflect the issuance of such additional Units. Any such issuance shall not be deemed a Transfer of Units hereunder.

4.07 **Redeeming Units**. Without limiting the Company's rights related to the redemption of Units as set forth in any separate agreement between the Company and a Member, outstanding Units may be redeemed by the Company from time to time on such terms and subject to such conditions as the Board of Managers and the Member holding the applicable Units deem appropriate under the circumstances at such time.

4.08 **Liability of Members**. No Member shall be personally liable for any of the Losses of the Company beyond such Member's capital interest in the Company. Additionally, no Member will be obligated personally for any debt, obligation, or liability of the Company or any other Member, whether arising in contract, tort, or otherwise, solely by reason of being a Member.

ARTICLE 5. ALLOCATIONS AND DISTRIBUTIONS

5.01 **Allocation of Profits and Losses**. Subject to the special allocations and limitations set forth on Exhibit B, as applicable, Profits and Losses (including items of gross income if the Board of Managers determines the allocation of such items is necessary) of the Company for any fiscal year (including, for the avoidance of doubt and in the Board of Manager's sole discretion, any portion of a fiscal year) shall be allocated among the Members so that the Capital Account of each Member, after making such allocation, is, as nearly as possible, equal to (or in proportion thereto, if the total amount of Profits or Losses available to be allocated is insufficient) (a) the distributions that would be made to such Member if the Company were dissolved, its affairs wound up, and its assets sold for cash equal to their respective Book Values, all Company liabilities were satisfied (limited with respect to each nonrecourse liability to the Book Value of the assets securing such liability), and the remaining assets of the Company were distributed to the Members in accordance with Section 8.03 immediately after the hypothetical sale of assets, minus (b) such Member's share of Company Minimum Gain and Member Minimum Gain, computed immediately before the hypothetical sale of assets; provided that solely for the purpose of computing the hypothetical distributions under this paragraph, all Units shall be treated as if they are fully vested.

5.02 **Accounting Method; Fiscal Year**. The Profits and Losses of the Company shall be determined on a cash or accrual basis, as determined by the Board of Managers, and shall include gains or losses from the sale of Company assets. The Company shall report for income tax purposes on a cash or accrual basis, as determined by the Board of Managers. The fiscal year of the Company, for both accounting and tax reporting purposes, shall be the calendar year.

5.03 **Distributions of Available Cash**. Available Cash shall be distributed in the following order:

(a) Unless such distribution is waived by the Majority Vote of the Members, on or before the first day of April of each year, to the extent the Company holds funds legally available therefor, the Board of Managers shall cause the Company to distribute to each Member an amount equal to the product of the highest combined federal and state marginal tax rate applicable to any Member, as reasonably determined by the Board of Managers, multiplied by the Company's net taxable income (determined in accordance with the Code) that was allocated to such Member for the year immediately prior to the year of distribution, less any distributions (other than a distribution required under this subsection (a)) that were made to such Member in the prior year. In the event that the Company has insufficient funds to make the distributions contemplated by this Section 5.03 in full, such distributions shall be made in proportion to the amounts that would be distributed pursuant to this section assuming the Company had sufficient funds to make such distributions in full, and any such shortfall in such distributions shall be made as soon as Company funds are available to make such distributions.

(b) any Available Cash not distributed pursuant to subsection (a) shall be distributed to the Members, when and as determined by the Board of Managers, (i) eighty percent (80%) to the Investors (on a pro rata basis in relation to each Investor's outstanding Unreturned Capital) and twenty percent (20%) to DDCFM until all Unreturned Capital has been reduced to zero (0), and thereafter (ii) in proportion to the Members' respective ownership of Units in the Company as of the date of the distribution. The Company, at the discretion of the Board of Managers, may make distributions in kind, in which case all Members must accept distributions in kind as tenants in common in accordance with this Section 5.03 or Section 8.03, as applicable. Without limiting the foregoing, the Board of Managers shall use commercially reasonable efforts to distribute Available Cash in accordance with this Section 5.03(b) on at least a semi-annual basis to the extent the Company is maintaining at least six (6) months' worth of operating expenses in reserve.

5.04 Tax Information. On or before the 90th day following the end of each fiscal year of the Company's existence, the Company shall cause each Member to be furnished with a federal (and state, where applicable) income tax reporting Schedule K-1 or its equivalent and any other information required for federal and state income tax reporting purposes with respect to the Company.

ARTICLE 6. MANAGEMENT OF THE COMPANY

6.01 Management by Board of Managers. Management of the Company shall be vested in the Board of Managers. From time to time, the Members by Majority Vote may appoint or remove any Manager and increase or decrease the number of Managers then serving. A Manager need not be a Member. Unless and until modified by the Members as set forth herein, the number of Managers to serve on the Board of Managers shall be one (1), who shall initially be DDCFM. At all times when there is not at least one Person acting as a Manager, all business of the Company shall be under the exclusive management of the Members. In such case, a Majority Vote of the Members shall be necessary for all decisions affecting the Company.

6.02 Tenure of Managers. Each Manager shall serve for an indefinite period, except that: (a) a Manager may resign at any time by giving written notice to the Members at least 30 days prior to the effective date of the resignation; (b) a Manager who is a natural person shall cease to be a Manager upon his or her death or at such time as he or she is adjudicated incompetent; (c) a Manager who is a legal entity other than a natural person shall cease to be a Manager upon its dissolution or upon a change in the controlling ownership of such Person; (d) a Manager shall cease to be a Manager at such time as the Manager files, or fails to successfully contest, a petition seeking liquidation, reorganization, arrangement, readjustment, protection, relief, or composition in any state or federal bankruptcy, insolvency, reorganization, or receivership proceeding; and (e) a Manager may be removed by the Members as provided in Section 6.01.

6.03 Authority of Managers. Except such powers as are by statute or by this Agreement expressly vested solely in the Members, and subject to the purpose of the Company as stated herein, the Board of Managers shall have full power, authority, and discretion to manage and direct the Company's business, affairs, and properties, and may exercise all the powers of the Company, whether derived from law, the Certificate, or this Agreement shall have the right, power and authority to do on behalf of the Company all things which are necessary or desirable to carry out the business of the Company, and no Member (in its capacity as a Member) shall have any of such powers or authority. Without limiting the generality of the foregoing in any manner, the Members acknowledge and agree that the Board of Managers' powers include, without limitation, the right, power and authority to cause the Company: to sell, exchange, or grant an option for the sale or exchange of all or any portion of the property of the Company; to invest and reinvest any available funds; to incur all reasonable expenditures; to employ and dismiss from employment any and all employees, agents, independent contractors, attorneys, and accountants; to lease all or any portion of any property for any purpose and without limit as to the term thereof; to borrow money, and as security therefor, to mortgage or grant security interests in all or any part of any Company property, to prepay in whole or in part, refinance, modify, or extend any indebtedness; to do any and all of the foregoing at such price, rental or amount, for cash, securities, or other property and upon such terms as the Board of Managers deems proper; to place record title to any property in the name of the Company; to qualify the Company to do business in any state, territory, dependency, or country; to make all decisions and take all actions in connection with the management and voting of securities and other direct and indirect ownership interests in other Persons (including subsidiaries) held by the Company; except as otherwise set forth in ARTICLE 5, to make all elections available to the Company under any federal or state tax law or regulation, including any election permitted by Section 754 of the Code and the Treasury Regulations promulgated thereunder, without any required consent of the Members; to file with the Division, and any other governmental authority or office thereof, any statement of authority pursuant to Section 302 of the Act (or its successor statute) consistent with this Agreement, and to amend, restate, or cancel any such statement of authority from time to time as circumstances dictate; to adjust, compromise, settle, or refer to arbitration any claim against or in favor of the Company or any nominee, and to institute, prosecute, and defend any legal proceeding relating to the business or property of the Company; to delegate all or any portion of the powers granted hereunder to one or more agents and attorneys-in-fact; and to execute, acknowledge and deliver any and all instruments to effectuate any and all of the foregoing.

6.04 Manner of Acting. Unless specifically provided otherwise in this Agreement, all powers conferred upon the Board of Managers may be exercised by a Majority Vote of the Board of Managers. All actions authorized by the Board of Managers may be effectuated by the action of any Manager on behalf of the Company, unless such authority is delegated by the Board of Managers only to a specific Manager(s). At any time there is an even number of Managers comprising the Board of Managers, the Board of Managers may adopt any reasonable procedure for breaking deadlocks; however, if no such procedure is in place at the time a deadlock occurs within the Board of Managers, the decision resulting in such deadlock shall be submitted to the Members at a special meeting of Members for resolution by the Majority Vote of the Members.

6.05 Bank Accounts. The Company shall maintain checking or other accounts in such bank or banks as the Board of Managers shall determine.

6.06 Fiduciary Responsibilities. Each Manager shall exercise all powers and perform all duties in good faith and shall act in all matters consistent with the duty of loyalty and the duty of care described in the Act, subject to the limitations and clarifications applicable to such fiduciary duties set forth in this Agreement. A Manager will not be liable to the Company or any Member for an act or omission done in good faith to promote the Company's best interests, unless the act or omission constitutes gross negligence, intentional misconduct, or a knowing violation of law. A Manager may rely on the Company's records maintained in good faith and on information, opinions, reports, or statements received from any Person pertaining to matters that the Manager reasonably believes to be within the Person's expertise or competence.

6.07 Permitted Transactions. Each Manager and its Affiliates and other related parties shall be free to engage in any activity on their own or by the means of any entity, and each Manager's fiduciary duty of loyalty, as it applies to outside business activities and opportunities, and the "corporate opportunity doctrine," as such doctrine has been described under general corporation law, is hereby eliminated to the maximum extent allowed by the Act. Without limiting the foregoing, no Manager or its affiliates shall be required to refer opportunities to the Company or to account for any benefits from transactions entered into in good faith that are in any way connected with the Company or its business.

6.08 Self-Dealing. Unless entered into in bad faith, no contract or transaction between the Company and one or more of its Managers, Members, officers, or employees, or between the Company and any other entity or other organization in which one or more of its Managers, Members, officers, or employees have a financial interest or are owners, managers, partners, directors, officers, or employees, shall be voidable solely for this reason or solely because such Manager, Member, officer, or employee was present or participated in the authorization of such contract or transaction. Approval or ratification by the Members having no interest in the transaction constitutes conclusive evidence that the terms satisfy the foregoing condition (but shall not be required).

6.09 Franchise and Management Fees. In accordance with the terms and conditions of the Franchise Documents, prior to distribution of any Available Cash, the Company shall pay all requisite fees required by the Franchise Documents to Dirty Dough Corporate Franchising LLC or its affiliates or designees (including DDCFM). In the event of any conflict between the foregoing term and the terms of the other Franchise Documents with respect to such fees, the terms of the Franchise Documents shall control.

6.10 Reimbursement of Expenses. The Company will reimburse a Manager for reasonable out-of-pocket expenses properly incurred while acting within the scope of the Manager's authority.

6.11 Indemnification. The Company shall indemnify, defend and hold harmless any Person who was or is a party or threatened to be made a party to any threatened, pending or completed action or suit, whether by or in the right of the Company or otherwise, by reason of the fact that such Person is or was a Manager or Member, against costs and expenses, including reasonable attorneys' fees, actually and reasonably incurred by the Person in connection with the action or suit if the Person acted in good faith and in a manner the Person reasonably believed to be in or not opposed to the best interests of the Company. The indemnification and advancement of costs and expenses shall not be construed to be exclusive of any other rights to which a Person seeking indemnification or advancement of costs and expenses may be entitled, and shall continue as to a Person who has ceased to be a Manager or Member and shall inure to the benefit of heirs, administrators and executors of such a Person. However, such indemnification shall not result in any liability of any Manager or Member to any third party, nor shall the Members be required to contribute capital to the

Company for any indemnification payments set forth in this Section 6.11 should the assets of the Company not be sufficient to discharge such liability.

6.12 Tax Matters. DDCFM, or such other Person as approved by the Board of Managers, shall serve as the "partnership representative" within the meaning of Code Section 6223(a) (the "Tax Representative"), and shall serve in such capacity until a new Tax Representative is designated by the Board of Managers. If, in connection with an audit by the IRS, a "partnership adjustment" is made, (a) the Tax Representative shall make an election under Section 6226(a) of the Code to treat such adjustment as an adjustment to be taken into account by each Member in accordance with Section 6226(b) of the Code, and (b) each such Member shall take such adjustment into account as required under Section 6226(b) of the Code and shall be liable for any related interest, penalty, addition to tax, or additional amounts, whether or not such Member then owns any Units. Any Member that fails to properly report its share of such adjustment on its tax return shall indemnify and hold harmless the Company and the other Members against any tax, interest, or penalties collected by the IRS from the Company as a result of the Member's failure. The Tax Representative shall keep the Members reasonably informed regarding tax matters and shall provide each Member with copies of any material correspondence received from, or issued to, the IRS or any other tax authority on any material tax issues regarding the Company. If the Company incurs any liability for taxes, interest, or penalties for any taxable year the Tax Representative may cause the Members (including any former Member) to whom such liability relates, as reasonably determined by the Tax Representative in its discretion, to pay, and each such Member hereby agrees to pay, such amount to the Company and such amount shall not be treated as a Capital Contribution for purposes of any provision herein that affects distributions to the Members. The obligations of each Member (or former Member) under this Section 6.12 shall survive the Transfer by such Member of its Units and the dissolution of the Company.

6.13 Company Books. The Board of Managers shall maintain and preserve, during the term of the Company, and for five years after the filing date of the final tax return for the Company after its dissolution, all accounts, books, and other relevant Company documents. Upon reasonable request made not less than ten days prior to the inspection, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the requesting Member's expense; provided, however, that the Company shall be obligated to provide for inspection only those records that are relevant and material, as determined in good faith by the Board of Managers, to such Member's interest as a member of the Company. Any and all records (and all copies thereof on any media whatsoever) shall be kept strictly confidential by the Member. The breach or threatened breach of the Member's confidentiality obligation hereunder shall justify the Board of Managers in declining any record inspection request made by such Member.

6.14 Quorum. At all meetings of the Board of Managers, the presence of a Quorum will be necessary and sufficient to constitute a quorum for the transaction of business. Any Manager that is an entity shall act with respect to Board of Manager business by and through its authorized representative.

6.15 Actions by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, is signed (electronically or otherwise) by Managers having at least the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Managers were present and voting.

6.16 Meetings of the Board of Managers. Meetings of the Board of Managers will be held as determined by the Board of Managers and may be called by a majority of the Managers.

Notices of meetings will be given to the Managers not later than twenty-four (24) hours before the meeting is to be held, unless a Majority Vote of the Managers approves a shorter notice period. Managers may participate in and hold a meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other, and participation in such meeting will constitute attendance and presence in person at such meeting.

ARTICLE 7. TRANSFER OF UNITS

7.01 General Restrictions on Transfer. Except as expressly permitted or required by this Agreement, no Investor may Transfer all or any part of such Investor's Units without the prior written approval of the Board of Managers; provided that such approval shall not be unreasonably withheld, conditioned or delayed with respect to any Permitted Transfer; provided further that all Transferees in the Transfer have complied with all conditions set forth in Section 7.02 below. The transfer restrictions and other provisions of this ARTICLE 7 (including any such rights held by some or all of the Investors) may be waived, in whole or in part, by the Board of Managers; provided that Permitted Transfers and Transfers pursuant to Section 7.04 shall not be subject to Section 7.03. Any Transfer in violation of any provisions of this Agreement shall be null and void and ineffective to Transfer any Units and shall not be binding upon or be recognized by the Company, and any such transferee shall not be treated as or deemed to be a Transferee or Investor for any purpose.

7.02 Requirements for Transfer. The Board of Managers must be reasonably satisfied that all of the following conditions are met before an Investor can effect any Transfer (including Permitted Transfers): (a) the Investor transferring its Units shall provide written notice of the proposed Transfer to the Company, and the Company shall deliver notice thereof to the Investors; (b) the Transfer is the subject of an effective registration under, or exempt from the registration requirements of, applicable state and federal securities laws; (c) the Company receives from the Transferee the information and agreements reasonably required to permit it to file federal and state income tax returns and reports; and (d) the Transferee shall execute a counterpart of this Agreement and such other documents or instruments as may be required by the Board of Managers to reflect the provisions hereof, and the Transferred Units shall continue to be subject to all restrictions under this Agreement. All costs of complying with the requirements of this Section 7.02, including the costs of a review of the matter by counsel for the Company, shall be borne by the transferring Investor and/or Transferee. Until the requirements set forth in this Section 7.02 are satisfied, the Company need not recognize the Transferee for any purpose under this Agreement.

7.03 Right of First Refusal on Transfers by Investors. Subject to the requirements of Section 7.02, before all or any portion of an Investor's Units may be Transferred (the "Offered Units"), such Investor (or, as applicable, such Investor's legal representative or the then-current holder of the Offered Units, the "Offeree") shall give first to the Company and second to each of the Investors a right of first refusal to purchase all or part of the Offered Units as provided herein (as applicable to the Company and the Investors, the "Right of First Refusal"). Transfers other than gifts, devises, bequests or Involuntary Transfers shall be made pursuant to a bona fide written offer to the Offeree in good faith by a third party to purchase the Offered Units for cash or cash equivalents, notes or other readily marketable funds or securities and shall be the result of arms-length negotiations between the Offeree and such third party.

(a) Procedure. The Offeree shall provide a written notice of the proposed Transfer, including the name of the proposed Transferee, a description of the Offered Units, and the price and other terms and information available regarding the proposed Transfer (the "Offer Notice") to the Company, and the Company shall deliver copies of the Offer Notice to the Investors. For 30 days following receipt of the Offer Notice, and except as set forth in

Section 7.03(b), the Company shall have the right to purchase all or any part of the Offered Units on the same terms and conditions set forth in the Offer Notice. A failure by the Company to respond within such 30-day period shall be deemed to be a waiver of the Company's Right of First Refusal with respect to the Offered Units. If the Company fails to exercise its Right of First Refusal, in whole or in part, then (a) the Company shall give written notice (the "Unpurchased Units Notice") to the Investors stating the number of Offered Units that the Company did not elect to purchase, and (b) each Investor (other than the Offeree) shall have the right to purchase (subject to Section 7.03(b), on the terms and conditions set forth in the Offer Notice) a proportionate share of the Offered Units that remain available. Each Investor (other than the Offeree) may elect to exercise its Right of First Refusal by providing the Offeree and the Company a responding written notice, within 20 days after the Investor's receipt of the Unpurchased Units Notice (or if no Unpurchased Units Notice is received, then within 20 days after such Investor is notified or otherwise becomes aware that the Company failed to exercise its Right of First Refusal, in whole or in part), that includes the number of Offered Units for which such Investor desires to exercise its Right of First Refusal. A failure by an Investor to respond within such 20-day period shall be deemed to be a waiver of such Investor's Right of First Refusal, and right to participate in the purchase of the Offered Units, relating to the Offer Notice in question. If any Investor waives, in whole or in part, such Investor's Right of First Refusal, such unexercised right, or portion thereof, to which such waiver applies shall inure proportionately to other Investors, and such other Investors shall have an additional ten days to purchase such portions of the Offered Units.

(b) Purchase Price of Offered Units. Notwithstanding anything to the contrary in this Section 7.03, in the case of a Transfer other than a gift, devise or bequest, the purchase price for each Offered Unit shall be the amount equal to the lesser of (i) the fair market value of such Offered Unit as determined by an Appraiser paid for by the Company, or (ii) the per-Unit amount set forth in the Offer Notice; for the avoidance of doubt, in the case of an Involuntary Transfer, the purchase price shall be determined in accordance with subsection (i). In the case of a Transfer by gift, devise, or bequest, the purchase price for each Offered Unit shall be its fair value as determined by an Appraiser paid for by the Company. For avoidance of doubt, the term "fair market value" shall take into account applicable valuation discounts and the term "fair value" shall not, but shall be the applicable portion of the value of the entire Company.

(c) Closing of an Exercise of a Right of First Refusal. If the Company and/or the Investors collectively exercise the option to purchase all or any part of the Offered Units, the closing of such purchase shall take place at the offices of the Company at a time mutually agreed upon by the Offeree, the Company, and, if applicable, the Investors exercising the Right of First Refusal, but, unless otherwise agreed upon, no later than the 30th business day after the expiration of the last election period referenced above. The purchase price shall be paid to the Offeree upon such terms and conditions as are mutually agreed to by the parties. In the event the parties are unable to agree upon mutually acceptable terms and conditions, then the purchase price shall be paid as follows: 30% of such price to be paid in cash upon the closing and the remaining portion of the purchase price to be paid in equal annual amounts over a period of five years, with the first payment due on the one-year anniversary of the closing. The unpaid portion of the purchase price shall be evidenced by and repaid pursuant to the terms and conditions of a promissory note. The unpaid principal balance of such note will bear interest a rate of 6% per annum and may be prepaid without penalty by the note's maker.

(d) Transfer. If the Company and the Investors collectively exercise their respective Rights of First Refusal for the purchase of less than all of the Offered Units, the Offeree may Transfer all or any portion of the Offered Units that are not sold pursuant to the

Right of First Refusal to the proposed Transferee upon the terms and conditions set forth in the Offer Notice (or other terms and conditions no more favorable to the proposed Transferee); provided that (i) such sale is concluded within 90 days after the expiration of the Right of First Refusal relating thereto, and (ii) the proposed Transferee complies with all of the provisions of Section 7.02. If such sale is not concluded during such 90-day period, the Offeree may not Transfer such Offered Units unless such Offeree again complies with the provisions of this Section 7.03. All such Units shall remain subject to the terms and conditions of this Agreement. Nothing in this Section 7.03 shall limit the provisions set forth in Sections 7.01 or 7.02.

7.04 Call Option. At any time and for any or no reason, DDCFM may exercise the option to purchase all, but not less than all, of the Units held by an Investor upon at least thirty (30) days' prior written notice to such Investor. The purchase price for the Units purchased by DDCFM pursuant to this this Section 7.04 (the "Repurchased Units") shall be equal to the greater of (a) such Investor's outstanding Unreturned Capital plus interest at a rate of twenty percent (20%) per annum, compounding annually, or (b) seven (7) times the Company's trailing 12-month EBITDA (as calculated by the Company, which amount reflects the Company's independent value less the value of the corporate concepts and intellectual property of DDCFM's Affiliates), divided by the total outstanding number of Units, and then multiplied by the number of Repurchased Units, except as set forth in the foregoing sentence, the purchase price shall be paid to the Investor upon such terms and conditions as are mutually agreed to by the parties. In the event the parties are unable to agree upon mutually acceptable terms and conditions, then the purchase price shall be paid as follows: 30% of such price to be paid in cash upon the closing and the remaining portion of the purchase price to be paid in equal annual amounts over a period of five years, with the first payment due on the one-year anniversary of the closing. The unpaid portion of the purchase price shall be evidenced by and repaid pursuant to the terms and conditions of an unsecured promissory note. The unpaid principal balance of such note will bear interest a rate of 6% per annum and may be prepaid without penalty by the note's maker.

7.05 Drag Along Right.

(a) If DDCFM or its Affiliates (a "Control Group"), with the consent of the Board of Managers, propose to transfer (in a business combination or otherwise) all or a portion of their respective Units in a bona fide transaction or series of transactions to any third party or parties (the "Drag-Along Buyer"), such Control Group shall have the right (the "Drag-Along Right") to require each of the Members who did not vote for or otherwise consent to such transaction (the "Nonparticipating Members") to transfer pro rata, in proportion to the respective Units owned by the Control Group and all of the Nonparticipating Members, their respective Units to such Drag-Along Buyer on the same terms and subject to the same conditions as the transfer by the Control Group. To exercise the Drag-Along Right, the Control Group shall give written notice thereof (a "Drag-Along Notice") to each Nonparticipating Member. The Drag-Along Notice shall state (i) the name and address of the Drag-Along Buyer, (ii) the price per unit and the form of consideration which the Drag-Along Buyer proposes to pay for the Units, and (iii) the method of payment and other terms and conditions of the proposed transfer.

(b) The exercise of a Drag-Along Right and the Transfer of the Units resulting therefrom shall occur within sixty (60) days after the receipt of the Drag-Along Notice by the Nonparticipating Members. The Drag-Along Buyer shall be entitled to require the Members to make customary representations and warranties as to the title of the Units being purchased and sold and the absence of liens and other rights of third parties with respect thereto. If the Drag-Along Buyer makes available to the Members the consideration for such Units, within the time period required pursuant to this Section 7.05, then after such time such Units shall be deemed to have been transferred to the Drag-Along Buyer, whether or not any assignment documents applicable to the purchased Units have been executed and delivered to the Drag-Along Buyer. Thereafter, the Members shall have no further rights hereunder except to receive the purchase price for the Units sold pursuant to this Section 7.05.

7.06 Additional Members. Transferees may be admitted as Members of the Company only with the prior written consent of the Board of Managers, the granting or denial of which shall be within its sole and absolute discretion. The provisions of this section shall not apply to Persons that acquire Units directly from the Company.

7.07 Change of Control in Entity Investors. Unless first approved in writing by the Board of Managers, a change in 50% or more of the equity ownership (or any other change in the controlling interest) of an Investor that is a corporation, limited liability company, general partnership, limited partnership, or other entity, occurring by way of a single transaction or a series of related transactions, shall be considered a Transfer subject to the provisions of this ARTICLE 7, shall trigger the rights of first refusal set forth therein (with a purchase price equal to the Capital Account balance of such Member as of the date of such change in equity ownership), and shall result in such Investor automatically becoming a Transferee upon such change in equity ownership or control. Furthermore, each Investor that is an entity agrees not to cause or allow any direct or indirect change in the ownership of the equity interests of such Investor without the prior written consent of the Board of Managers.

7.08 Prohibited Transfers; Encumbrances. Any Transfer in violation of any provisions of this Agreement shall be null and void and ineffective to Transfer any Units and shall not be binding upon or be recognized by the Company, and any such transferee shall not be treated as or deemed to be a Member for any purpose. No Investor may pledge, hypothecate, grant a security interest in, grant a lien on, or otherwise encumber any Units unless approved by the Board of Managers.

ARTICLE 8. DISSOLUTION AND WINDING UP

8.01 Events Causing Dissolution. The Company shall be dissolved and its affairs shall be wound up upon approval by the Majority Vote of the Members, or an event of dissolution under the Act. In connection therewith, a Statement of Dissolution may be executed and filed with the Division in accordance with the Act.

8.02 Method of Winding Up and Cancellation. Upon the occurrence of any event causing dissolution as provided in Section 8.01, the Company shall immediately commence to liquidate and wind up its affairs in accordance with the Act. The Members shall continue to share Profits and Losses during the period of liquidation and winding up in the same proportions as before commencement of winding up and dissolution.

8.03 Final Distribution. The proceeds from the liquidation and winding up shall be applied in the following order: (i) to creditors of the Company, including Members who are creditors, to the extent permitted by law, in the order of priority as provided by law, in satisfaction of liabilities of the Company other than those liabilities to Members on account of their contributions or on account of a Member's withdrawal from the Company or pursuant to a withdrawal of capital, and then (ii) to all Members in accordance with Section 5.03(b). For purposes of determining the amount of such distributions, all readily marketable Company assets shall be sold for cash and the remainder of the assets shall be valued by the liquidator at their then fair market value.

ARTICLE 9. INVESTMENT REPRESENTATIONS

9.01 Representations and Warranties. Each Investor severally, and not jointly, represents and warrants to the Company and each other Investor that each of the following statements is true and correct as of the date hereof:

(c) Accuracy of Information. All of the information provided by such Investor to the Company and the Board of Managers is true, correct and complete in all respects.

(d) Investment Overview Documents; No Investment Advice. Such Investor has independently evaluated the merits of such Investor's decision to purchase Units pursuant to this Agreement and has not received any investment advice from the Company or any of its related Persons in deciding to purchase Units. Such Investor has either consulted such Investor's own investment adviser, attorney or accountant about the investment and proposed purchase of Units and its suitability to such Investor or chosen not to do so, despite the recommendation of that course of action by the Company. Any special acknowledgment set forth below with respect to any statement contained in the Franchise Documents shall not be deemed to limit the generality of this representation and warranty.

Such Investor has received a copy of the Franchise Documents, such Investor has read, reviewed and understands those documents, and such Investor understands the risks of, and other considerations relating to, a purchase of Units. ***Please have all questions about these risks addressed by the Company before making an investment in Units.***

Such Investor's investment in Units will be illiquid and have an indefinite holding period. For this reason, once such Investor makes an investment for Units, such Investor will not have the right to request all or any portion of such Investor's investment in such Units returned to such Investor. The Company cannot assure such Investor that there will be one or more liquidity events that will return any or all of such Investor's investment in Units to such Investor on any time frame, or ever. ***Please have all questions about these risks addressed by the Company before making an investment in Units.***

Such Investor has been given access to, and prior to the execution of this Agreement such Investor was provided with an opportunity to ask questions of, and receive answers from, the Company or any of its principals concerning the terms and conditions of the offering of Units, and to obtain any other information which such Investor and such Investor's investment representative and professional advisors requested with respect to the Company and such Investor's investment in the Company in order to evaluate such Investor's investment and verify the accuracy of all information furnished to such Investor regarding the Company. All such questions, if asked, were answered satisfactorily and all information or documents provided were found to be satisfactory.

(e) Investment Representation and Warranty. Such Investor is acquiring such Investor's Units for such Investor's own account and not with a view to or for sale in connection with any distribution of all or any part of such Units.

(f) Representation of Investment Experience and Ability to Bear Risk. Such Investor (i) is knowledgeable and experienced with respect to the financial, tax and business aspects of the ownership of Units and of the business contemplated by the Company and are capable of evaluating the risks and merits of purchasing Units and, in making a decision to proceed with this investment, have not relied upon any representations, warranties or agreements, other than those set forth in this Agreement and the Franchise Documents, if any; and (ii) can bear the economic risk of an investment in the Company for an indefinite period of time, and can afford to suffer the complete loss thereof.

(g) Accredited Investor. Such Investor is an “accredited investor” within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act.

(h) No Investment Company Issues. If such Investor is an entity, such Investor was not formed, and is not being utilized, primarily for the purpose of making an investment in the Company.

(i) Suitability. Such Investor has evaluated the risks involved in investing in the Units and has determined that the Units are a suitable investment for such Investor. Specifically, the aggregate amount of the investments such Investor has in, and such Investor’s commitments to, all similar investments that are illiquid is reasonable in relation to such Investor’s net worth, both before and after the subscription for and purchase of Units pursuant to this Agreement.

(j) Transfers and Transferability. Such Investor understands and acknowledges that the Units have not been registered under the Securities Act or any state securities laws and are being offered and sold in reliance upon exemptions provided in the Securities Act and state securities laws for transactions not involving any public offering and, therefore, cannot be resold or transferred unless they are subsequently registered under the Securities Act and such applicable state securities laws or unless an exemption from such registration is available. Such Investor also understands that the Company does not have any obligation or intention to register the Units for sale under the Securities Act, any state securities laws or of supplying the information which may be necessary to enable such Investor to sell Units; and that such Investor has no right to require the registration of the Units under the Securities Act, any state securities laws or other applicable securities regulations. Such Investor also understand that sales or transfers of Units are further restricted by the provisions of this Agreement.

Such Investor represents and warrants further that such Investor has no contract, understanding, agreement or arrangement with any Person to sell or transfer or pledge to such Person or anyone else any of the Units acquired by such Investor (in whole or in part); and such Investor represents and warrants that such Investor has no present plans to enter into any such contract, undertaking, agreement or arrangement.

Such Investor understands that there is no public market for the Units; any disposition of the Units may result in unfavorable tax consequences to such Investor.

Such Investor is aware and acknowledges that, because of the substantial restrictions on the transferability of the Units, it may not be possible for such Investor to liquidate such Investor’s investment in the Company readily, even in the case of an emergency.

(k) Residence. Such Investor maintains such Investor’s domicile or principal place of business at the address shown on Exhibit A hereto and such Investor is not merely transient or temporarily resident there.

(l) Awareness of Risks; Taxes. Such Investor represents and warrants that such Investor is aware (i) that the Company has no operating history; (ii) that the Units involve a substantial degree of risk of loss of its entire investment and that there is no assurance of any income from such Investor’s investment; and (iii) that any federal and/or state income tax benefits which may be available to such Investor may be lost through the adoption of new laws or regulations, to changes to existing laws and regulations and to changes in the interpretation of existing laws and regulations. Such Investor further represents that such Investor is relying solely on such Investor's own conclusions or the advice of such Investor's own counsel or investment representative with respect to tax aspects of any investment in the Company.

9.02 Survival of Representations and Warranties. All representations and warranties made by each Investor in Section 9.01 shall survive the execution and delivery of this Agreement.

9.03 Further Assurances. Each Investor agrees to provide, if requested, any additional information that may be requested or required in connections with the representations and warranties made by such Investor in Section 9.01.

9.04 Indemnification. Each Investor hereby agrees to indemnify the Company and any Affiliates and to hold each of them harmless from and against any loss, damage, liability, cost or expense, including reasonable attorney's fees (collectively, a "Loss") due to or arising out of a breach of any representation or warranty made by such Investor or any covenant undertaken by such Investor, whether contained in this Agreement or any other document provided by such Investor to the Company in connection with such Investor's investment in the Units. Each Investor's indemnification obligations set forth in the preceding sentence shall not apply to the extent any such Loss arises from (i) the Company's breach of any representation, warranty or covenant of the Company in this Agreement or (ii) the Company's gross negligence, intentional misconduct or fraud. Notwithstanding any provision of this Agreement, the Investors do not waive any right granted to the Investors under any applicable state securities law.

ARTICLE 10. MISCELLANEOUS

10.01 Confidentiality. The Investors acknowledge that from time to time they may receive information from or regarding the Company of a confidential nature, the release of which may be damaging to the Company or Persons with which it does business. Each Investor shall, and shall cause its Affiliates to, hold in strict confidence any information it receives regarding the Company that is confidential, whether marked or identified confidential or implicitly understood to be confidential by the circumstances, and may not disclose it to any Person other than another Investor or Manager, except for disclosures: (a) compelled by law (but the Investor must notify the Company promptly of any request for that information, before disclosing it if practicable); (b) to advisers or representatives of an Investor that in the reasonable judgment of such Investor need to know such information, or Persons to which an Investor's Units may be transferred as permitted by this Agreement, but only if the recipients have agreed to be bound by the provisions of this Section 10.01; or (c) to the extent necessary in connection with the exercise of any remedy hereunder. The restrictions of this Section 10.01 shall not apply to information that (i) is or becomes generally available to the public other than as a result of a disclosure by an Investor or its Affiliates in violation of this Agreement; (ii) is or becomes available to such Investor on a non-confidential basis prior to its disclosure to such Investor or its Affiliates, (iii) is or has been independently developed or conceived by such Investor without use of such information or (iv) becomes available to such Investor on a non-confidential basis from a source independent of the Company that such Investor reasonably believes obtained that information without breach of any obligation of confidentiality. The Investors acknowledge that breach of the provisions of this Section 10.01 may cause irreparable injury to the Company for which monetary damages are inadequate, difficult to compute, or both. Accordingly, the Investors agree that the provisions of this Section 10.01 may be enforced by specific performance or injunction without posting bond, in addition to any other remedy available to the Company.

10.02 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents required or permitted to be given under this Agreement must be in writing and shall be deemed to have been received (i) three days after the date mailed by registered or certified mail, addressed to the recipient, with return receipt requested, (ii) upon delivery to the recipient in person or by nationally recognized overnight courier, or (iii) upon confirmed receipt of an email transmission by the recipient. Such notices, requests and consents shall be given (a) to Members at their mailing addresses or email addresses on Exhibit A, or such other mailing or email address as a Member may specify by notice to the Company, or (b) to the Company or the Managers at the address of the Company's principal place of business. Whenever any notice is required to be given by law, the Certificate, or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

10.03 Entire Agreement, Amendments. This Agreement embodies the entire understanding among the parties hereto concerning the Company and their relationship as Members and Managers and supersedes all prior negotiations, understandings, or agreements with respect to the subject matter hereof. Without limiting the foregoing, this Agreement replaces and supersedes in its entirety the Prior Operating Agreement. Except as otherwise provided in this Agreement, including Section 4.06, this Agreement and the Certificate each may be amended or modified from time to time only by a written instrument adopted, executed, and agreed to by the Members; provided, however, that (a) the Board of Managers may amend Exhibit A hereto to reflect new Transferees, the admission of new Members, changes in the number of outstanding Units, redemptions, Transfers, and/or the change of notice information set forth thereon without the consent of the Members; (b) any amendment that would amend this Section 10.03 shall require the prior written consent of all Members; and (c) any amendment that would materially adversely affect any Member in a manner disproportionate to the other Members of the Company shall require the prior written consent of the affected Member. New Members or Transferees shall become party to this Agreement through the execution of either a counterpart signature page hereto or a joinder agreement in a form acceptable to the Board of Managers. Any amendment effected pursuant to this Section 10.03 shall be binding upon all Members, Transferees, and their respective successors regardless of whether such Member, Transferee, or successor entered into or approved such amendment. Nothing in this Agreement, or in any related agreement, is intended to be or shall be construed as a disclaimer of the representations made in the Franchise Documents.

10.04 Third Party Beneficiaries. The provisions of this Agreement are not intended to be for the benefit of any creditor or other Person to whom any debts or obligations are owed by, or who may have any claim against, the Company or any of its Members or Managers, except for the Members or Managers in their capacities as such. Notwithstanding any contrary provision of this Agreement, no such creditor or Person shall obtain any rights under this Agreement or shall, by reason of this Agreement, be permitted to make any claim against the Company or any Member or Manager.

10.05 Interpretation. Words in any gender are deemed to include the other genders. The singular is deemed to include the plural and vice versa, as the context may require. The headings in this Agreement are included solely for convenience of reference and shall not be construed as limiting or in any other way modifying the text of the Agreement. Use of the word "including" shall mean "including but not limited to."

10.06 Execution of Further Instruments. The Members shall cooperate with each other in good faith to accomplish the objectives and purposes hereof and to that end, from time to time, they shall make, execute and deliver such other and further instruments as may be necessary or convenient in the fulfillment of this Agreement.

10.07 Agreement to be Binding. This Agreement shall inure to the benefit of and shall be binding upon the Company and each of the Members and their respective personal representatives, executors, heirs, successors and assigns and upon each Manager acting in such capacity hereunder.

10.08 Tax Consequences. Each Member has reviewed with his or her own tax advisors the U.S. federal, state, local, and foreign tax consequences of this Agreement. With respect to such matters, such Member relies solely on such advisors and not on any statements or representations of the Company or any of its agents, written or oral. Each Member understands that such Member (and not the Company) shall be responsible for such Member's own tax liability that may arise as a result of this Agreement.

10.09 Representations and Warranties. Each Member hereby represents and warrants to the other parties hereto that (a) such Member has full right and authority to enter into, execute, and deliver this Agreement without the consent of any third party or other consent or approval, (b) this Agreement will not violate, breach, or conflict with any other agreement such Member may have with any third party, and (c) this Agreement constitutes the legal, valid, and binding obligation of such Member, enforceable in accordance with its terms.

10.10 Legal Representation. Each of the parties hereto acknowledges and agrees that the law firm of Bennett Tueller Johnson & Deere, LLC (the "Firm") (a) has acted in the past as counsel to DDCFM and its Affiliates, (b) is acting solely as counsel to DDCFM and its Affiliates with respect to the negotiation and drafting of this Agreement, and (c) may act as counsel to each of the Company and the Members, and individuals and entities affiliated with each of the Company and the Members in the future with respect to matters related to the business operated by the Company, as well as matters unrelated to such business. The Firm shall be an intended third-party beneficiary of the acknowledgements, agreements, and waivers contained in this Section 10.10.

10.11 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

10.12 Waiver of Rights. Except as specifically provided otherwise in this Agreement, no right under this Agreement may be waived except by an instrument in writing signed by the Person sought to be charged with the waiver.

10.13 Attorneys' Fees. In the event any party hereto institutes an action or other proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or other proceeding shall be paid all reasonable costs and attorneys' fees by the other party, such fees to be set by the court and not by a jury and to be included in any judgment entered in such proceeding.

10.14 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah applicable to contracts formed and to be performed entirely within the State of Utah, without regard to the conflict of law provisions thereof. The parties hereto consent to the exclusive jurisdiction and venue of any state or federal court located in Salt Lake City, Utah for purposes of resolving any disputes hereunder.

10.15 Counterpart Signatures. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail or electronic signature (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), or any 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.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

MEMBERS:

DIRTY DOUGH CORPORATE FRANCHISE MANAGEMENT, LLC

By: ______________________________
Name: ____________________________
Title: _____________________________

[INVESTOR NAME]

By: ______________________________
Name: ____________________________
Title: _____________________________

CONSENT AND AGREEMENT OF THE MANAGERS

The undersigned, being named in this Agreement as the sole member of the Board of Managers, hereby consents to the terms of this Agreement and agrees to be bound by its terms as Manager hereunder.

DIRTY DOUGH CORPORATE FRANCHISE MANAGEMENT, LLC

By: ______________________________
Name: ____________________________
Title: _____________________________

EXHIBIT A

CAPITALIZATION AND CONTRIBUTIONS

Name and Address	**Units**	**Capital Contribution**
Dirty Dough Corporate Franchise Management, LLC Attn: ________________________ ________________________ Email: __________________	51,000	Set forth in the Company's books and records.
_______________________ [Investor Name] ________________________ ________________________ ________________________ Email: __________________	49,000	Pursuant to the terms of the Investor's Contribution Agreement, $210,000 paid to DDCFM [in cash] [as follows: (a) $145,000.00 in cash plus (b) the contribution of up to $65,000 worth of equipment, which may be the subject to a lease (with the investor as the lessee and the investor making all such lease payments), approved in writing by the Company, that features a nominal purchase right that has been assigned to the Company; *provided that* to the extent any such lease payments will be paid by the Company, such amounts will be treated as distributions to the Investor(s).
Total	**100,000**	

EXHIBIT B

SPECIAL ALLOCATIONS AND LIMITATIONS

1. Definitions.

(a) "Book Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i) the initial Book Value of any asset other than cash contributed by a Member to the Company will be the gross fair market value of such asset, as agreed to by the contributing Member and the Board of Managers;

(ii) the Book Value of all Company assets will be adjusted to equal their respective gross fair market values, as determined by the Board of Managers, as of the following times: (A) the contribution of more than a *de minimis* amount of money or other property to the Company by a new or an existing Member as consideration for Units; (B) the distribution by the Company to a Member of more than a *de minimis* amount of Company assets as consideration for Units; (C) the issuance of more than a *de minimis* amount of Units as consideration for the provision of services to or for the benefit of the Company; and (D) the liquidation of the Company within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Treasury Regulations; provided, however, that adjustments pursuant to clauses (A), (B) and (C) of this sentence will be made only if the Board of Managers reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) the Book Values of the Company's assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Section 734(b) of the Code or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Treasury Regulations; provided, however, that Book Values shall not be adjusted pursuant to this paragraph (iii) to the extent that the Board of Managers reasonably determines that an adjustment pursuant to paragraph (ii) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (iii);

(iv) the Book Value of any Company asset distributed to any Member will be the gross fair market value of such asset on the date of distribution, as determined by the Board of Managers; and

(v) if the Book Value of an asset has been determined or adjusted pursuant to paragraph (i), (ii) or (iii) above, such Book Value will thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses (and not by the depreciation, amortization or other cost recovery deductions allowable with respect to that asset for federal income tax purposes).

(b) "Company Minimum Gain" means "partnership minimum gain" (as that term is defined in Section 1.704-2(b)(2) of the Treasury Regulations) with respect to the Company.

(c) "Member Minimum Gain" means "partner nonrecourse debt minimum gain" (as that term is defined in Section 1.704-2(i)(2) of the Treasury Regulations) with respect to the Company.

(d) "Member Nonrecourse Debt" means "partner nonrecourse debt" (as that term is defined in Section 1.704-2(b)(4) of the Treasury Regulations) with respect to the Company.

(e) "Member Nonrecourse Deductions" means "partner nonrecourse deductions" (as that term is defined in Section 1.704-2(i)(2) of the Treasury Regulations) with respect to the Company.

(f) "Nonrecourse Deductions" shall have the meaning given in Section 1.704-2(b)(1) of the Treasury Regulations.

2. Special Allocations. The following special allocations shall be made in the following order:

(a) Minimum Gain Chargeback. If there is a net decrease in Company Minimum Gain during any Company fiscal year, then each Member shall be allocated items of Company income and gain for such fiscal year (and, if necessary, for subsequent years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Section 1.704-2(g)(2) of the Treasury Regulations. This Section 2(a) is intended to comply with the minimum gain chargeback requirement of Section 1.704-2(f) of the Treasury Regulations and shall be interpreted consistently therewith.

(b) Member Minimum Gain Chargeback. If there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Company fiscal year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Section 1.704-2(i)(5) of the Treasury Regulations, shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent years) in an amount equal to such Member's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with the provisions of Section 1.704-2(i)(3) of the Treasury Regulations. This Section 2(b) is intended to comply with the "partner nonrecourse debt minimum gain chargeback" requirement of Section 1.704-2(i)(4) of the Treasury Regulations and shall be interpreted consistently therewith.

(c) Qualified Income Offset. If any Member unexpectedly receives an adjustment, allocation, or distribution of the type contemplated by Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Treasury Regulations, items of income and gain shall be allocated to all such Members (in proportion to the amounts of the deficits, if any, in their respective adjusted Capital Accounts) in an amount and manner sufficient to eliminate such deficits as quickly as possible. It is intended that this Section 2(c) qualify and be construed as a "qualified income offset" within the meaning of Section 1.704-1(b)(2)(ii)(d) of the Treasury Regulations.

(d) Nonrecourse Deductions. Nonrecourse Deductions for any fiscal year (not including any Member Nonrecourse Deductions), within the meaning of Section 1.704-2(b)(1) of the Treasury Regulations, shall be allocated to the Members in proportion to the number of Units held by each of them. Any Member Nonrecourse Deductions for any fiscal year shall be allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Section 1.704-2(i) of the Treasury Regulations. Solely for purposes of determining a Member's proportionate share of the "excess nonrecourse liabilities" of the Company within the meaning of Section 1.752-3(a)(3) of the Treasury Regulations, the Members' interests in Company Profits shall be in proportion to the number of Units held by each of them.

(e) Section 754 Adjustments. To the extent that an adjustment to the adjusted tax basis of any Company asset pursuant to Section 743(b) of the Code or Section 734(b) of the Code is required, pursuant to Section 1.704-1(b)(2)(iv)(m)(2) of the Treasury Regulations or, in the case of a distribution to a Member in complete liquidation of such Member's Units, Section 1.704-1(b)(2)(iv)(m)(4) of the Treasury Regulations, to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in accordance with their interests in the Company in the event that Section 1.704-1(b)(2)(iv)(m)(2) of the Treasury Regulations applies, or to the Members to which such distribution was made in the event that Section 1.704-1(b)(2)(iv)(m)(4) of the Treasury Regulations applies.

(f) If the allocation of Losses to a Member as provided in Section 5.01 would create or increase a deficit balance in a Member's Capital Account, as adjusted at the end of the taxable year, there shall be allocated to that Member only that amount of Losses as would not create or increase such a deficit. The Losses that would, absent the application of the preceding sentence, otherwise be allocated to such Member shall be allocated to the other Members in proportion to their respective ownership of Units, subject to the limitations of this Section 2(f).

3. Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items will be determined on a daily, monthly or other basis (but no less frequently than once annually), as determined by the Board of Managers using any permissible method under Section 706 of the Code and the Treasury Regulations thereunder; provided that Profits, Losses, and such other items will be allocated at such times as the book values of the Company are adjusted.

(b) The Members are aware of the income tax consequences of the allocations made by this Exhibit B and hereby agree to be bound by the provisions of this Exhibit B in reporting their shares of Company income and loss for income tax purposes.

(c) Except as otherwise provided in this Agreement, all items of Company income, gain, loss, deduction, and credit and any other allocations not otherwise provided for will be allocated among the Members in the same manner as is applicable to Profits and Losses for the fiscal year in question.

4. Allocations for Tax Purposes.

(a) General Rule. Except as otherwise provided herein, for federal income tax purposes, each item of income, gain, loss and deduction shall be allocated among the Members in the same manner as its correlative item of "book" income, gain, loss or deduction is allocated pursuant to Section 5.01.

(b) Section 704(c) Allocations. Notwithstanding any provision of this Agreement to the contrary, in accordance with Section 704(c) of the Code and Treasury Regulation Section 1.704-1(b)(1)(vi), income, gain, loss and deduction with respect to any property contributed to the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted tax basis of such property and its initial book value. Similar principles shall apply with respect to property held by the Company at the time other property, cash, or services are contributed to the Company, in order to properly account for unrealized gain or loss with respect to such property. The Board of Managers shall choose any reasonable method under Treasury Regulation Section 1.704-3 for making allocations pursuant to Section 704(c) of the Code.

(c) Effect of 754 Election. All items of income, gain, expense, loss and deduction recognized by the Company for federal income tax purposes and allocated to the Members in accordance with the provisions hereof will be determined without regard to any election under Section 754 of the Code which may be made by the Company, provided, however, that such allocations, once made, will be adjusted as necessary or appropriate to take into account those adjustments permitted or required by Sections 734 and 743 of the Code.

(d) Allocation of Tax Credits. Allocations of tax credits, tax credit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Board of Managers taking into account the principles of Section 1.704-1(b)(4)(ii) of the Treasury Regulations.

(e) Allocation of Recapture Items. In the event that the Company has taxable income in any fiscal year that is characterized as ordinary income under the recapture provisions of the Code and Treasury Regulations thereunder, each Member's distributive share of taxable gain or loss from the sale of Company assets (to the extent possible) shall include a proportionate share of this recapture income equal to that Member's share of prior cumulative depreciation deductions with respect to the assets which gave rise to the recapture income.

(f) Allocations Solely for Tax Purposes. Allocations pursuant to this Section are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses, distributions or other Company items pursuant to any provision of this Agreement.

[END]

EXHIBIT "J"
TO THE FDD

MANAGEMENT AGREEMENT

MANAGEMENT AGREEMENT

This Management Agreement (the "**Agreement**") is entered into as of the date written below, by and between Dirty Dough Corporate Franchising Management LLC, a Utah limited liability company (the "**Manager**") and ______________________________ (the "**Company**").

R E C I T A L S

WHEREAS, the Company is Dirty Dough® Cookies franchisee; and

WHEREAS, the Manager and its principals have experience in managing similar companies; and

WHEREAS, the Company desires for the Manager to act as its manager and to run the Company's operations.

NOW THEREFORE, in consideration of the mutual and reciprocal covenants, promises, recitals, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree as follows:

A G R E E M E N T

1. Management. The Manager shall provide management services in all aspects of the affairs of the Company with good business practices within the industry.

2. Term. The Agreement will continue unless terminated pursuant to the provisions of Section 5.

3. Management Fee. The Company will pay to the Manager the management fee of $2,000 per month, subject to a 15% yearly increase.

4. Reimbursement. The Company will reimburse the Manager for reasonable approved expenses incurred in providing management services to the Company.

5. Rights of Termination.

5.1 Either party, in its sole discretion, may terminate this Agreement at any time upon 60 days' written notice to the other party.

5.2 In the event the Manager or the Company elects to terminate this Agreement pursuant to Section 5.1 above, the Manager and the Company shall have no further obligation or liability to the other. Notwithstanding any such termination, the parties shall remain liable to each other for any breaches or defaults under this Agreement, which occurred prior to such termination.

6. Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties. This Agreement may only be assigned or transferred upon the written consent of the parties.

7. Independent Contractor. The parties hereto are independent contractors, and nothing contained in this Agreement is to be construed to create the relationship of partners, joint ventures or employer-employee.

8. Choice of Law. This Agreement is to be construed in accordance with the laws of the state of Utah. The parties submit to the jurisdiction of the courts of the state of Utah for any dispute arising out of this Agreement. The parties also agree that the sole venue for any dispute arising out of this Agreement shall be the state or federal courts of the state of Utah.

9. Construction of Language. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires.

10. Waiver. Failure to enforce any provision of this Agreement against a party for any breach of any term, covenant or condition contained in this Agreement shall not be deemed a waiver by the non-breaching party of such term, covenant or condition contained in this Agreement.

11. Amendments. This Agreement may be amended only if made in writing and signed by both the Manager and the Company.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Dated as of __________________.

MANAGER:	**THE COMPANY:**
Dirty Dough Corporate Franchising Management LLC	__________________________________
By: ______________________________	By: ______________________________
Name: ____________________________	Name: ____________________________
Title: _____________________________	Title: _____________________________

EXHIBIT “K”
TO THE FDD

RELEASE AGREEMENT (FORM)

RELEASE AGREEMENT
(Form)

This RELEASE AGREEMENT ("Agreement") is made and entered into as of ______________________ by and between **DIRTY DOUGH CORPORATE FRANCHISING LLC** ("Franchisor") and **______________, LLC/INC., ______________, AND ______________** (jointly and severally "Franchisee"). The above will collectively at times be referred to as "Parties" and individually as "Party." Capitalized terms used herein will have the meanings set forth in the Franchise Agreement, unless defined otherwise herein.

RECITALS

WHEREAS, Franchisee entered into a Dirty Dough® Cookies franchise agreement on __________, 20___ with Franchisor ("Franchise Agreement"); and

WHEREAS, the Franchise Agreement was personally guaranteed by ___________ and ______________ ("Personal Guarantor(s)"); and

WHEREAS, the Franchise Agreement has been terminated effective as of the ____ day of ___________, 20____.

NOW THEREFORE, in consideration of the recitals, premises and other provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Franchisor, Franchisee and Personal Guarantor(s) hereby agree as follows:

1. Franchisee and Personal Guarantor(s) hereby, fully and irrevocably, release, acquit and forever discharge Franchisor and its successors, affiliates, directors, officers, members, managers, employees, shareholders, representatives and agents and each of them, individually and collectively, of and from any and all claims, demands, obligations, causes of action, suits or liabilities of any kind and nature, whatsoever, whether known or unknown, suspected or unsuspected, and in whatever legal theory or form which Franchisee and Personal Guarantor(s) have or claim to have, or at any time heretofore, had or claimed to have had, or which may hereafter accrue or arise, against Franchisor, its successors, affiliates, directors, officers, members, managers, shareholders, employees and agents, and each of them, by reason of, or in any way connected with the Franchise Agreement, the relationship described therein and any business transaction, agreement or occurrence, act or omission relating thereto prior to the date hereof. Franchisee and Personal Guarantor(s) further waive any and all state law provisions limiting the effect of a general release.

2. Franchisee and Personal Guarantor(s) hereby covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim against any person or entity released under Section 1 above with respect to any claim released under Section 1.

3. Franchisee and Personal Guarantor(s) represent that each of them fully understands the broad coverage of the release provisions of this Agreement, and that they execute the same with respect to all claims, causes of action and demands, as set forth above, they have or may have against the Franchisor, fully intending that the provisions hereof be

given the broadest interpretation permitted by law or the English language. Franchisee and Personal Guarantor(s) acknowledge and expressly agree that they will make no claim, and hereby waive any right they may now have, or may hereafter have, based upon any alleged oral or written alteration, amendment, or modification of this Agreement, fully waiving any right they may have to refer to extrinsic matters in the interpretation hereof, whether to establish fraud, duress, mistake, undue influence, or for any other purpose.

4. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for, an injunction against any action, suit or other proceeding which may be instituted, prosecuted or maintained in breach of this Agreement.

5. Nothing in this Agreement releases Personal Guarantor(s) or Franchisee from their obligations under the non-competition clauses of the Franchise Agreement or their Non-Competition Agreements signed with Franchisor.

6. Miscellaneous.

6.1 Cooperation. Franchisee and Personal Guarantor(s) will make, execute and deliver to Franchisor, promptly upon request and without additional consideration, any document or instrument necessary to carry out and effectuate the purposes of this Agreement.

6.2 Choice of Law and Jurisdiction. This Agreement will be construed in accordance with and all disputes hereunder will be governed by the laws of the State of Utah without giving effect to its conflicts of law provisions. Franchisee, Personal Guarantor(s), and Franchisor hereby irrevocably consent to the exercise of general personal jurisdiction in the courts of record of the State of Utah even though it may be otherwise possible to obtain jurisdiction elsewhere, and we both agree that Salt Lake City, Utah will be the exclusive venue for any litigation between us. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Utah.

6.3 Arbitration. In the event any controversy or dispute arises between the Parties hereto in connection with, arising from or with respect to the provisions hereof, the relationship of the Parties hereto, or the validity of this Agreement or any provision hereof, such dispute or controversy will, on the request of any Party hereto be submitted for arbitration to the American Arbitration Association in accordance with its commercial arbitration rules. All arbitration hearings will be conducted exclusively in Salt Lake City, Utah, and the laws of the State of Utah will govern, without giving effect to its conflicts of law provisions. The arbitrator will have the power and jurisdiction to decide such controversy or dispute solely in accordance with the express provisions of this Agreement. The prevailing Party in any arbitration suit or action to enforce this Agreement, will be entitled to recover the administrative costs of the arbitration proceeding and the fee for the arbitrator. The Parties agree that any claim hereunder will result in an award not more than 120 days from the date of the statement of claim filed with the American Arbitration Association, unless otherwise waived by the Parties. The award and findings of the arbitrators will be conclusive and binding upon all Parties hereto and the judgment upon the award may be entered in any Court of competent jurisdiction.

6.4 Attorneys' Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorney's fees and other costs reasonably incurred in such action or proceeding.

6.5 Amendment. This Agreement may be amended, modified or changed only by a written instrument signed by duly authorized representatives of both Parties.

6.6 Company Authority. The persons signing below warrant that they are authorized to enter into this Agreement on behalf of their respective principals identified below and that by their signatures they bind such principals to this Agreement.

6.7 Binding Agreement. This Agreement and all its terms, conditions and stipulations will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

6.8 Confidentiality. Franchisee and Personal Guarantor(s) agree to maintain this Agreement, the terms hereof, and any and all information obtained or provided by either Party in order to initiate a contractual relationship, in the strictest of confidence.

6.9 Counterparts. This Agreement, and those contemplated herein, may be executed in counterparts, including by means of telefaxed, emailed pdf or other electronically delivered signature page, each of which will be deemed an original, but all of which together will constitute one and the same document.

6.10 Entire Agreement. This Agreement contains the entire agreement and only understanding between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements and understandings between the Parties and affiliates of the Parties, in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise or condition in connection therewith not incorporated herein will not be binding upon either Party. The Parties hereby agree that all prior agreements with between the Parties regarding the subject matter hereof are hereby terminated with no continuing duties or obligations on the part of the other Party.

6.11 Paragraph Headings. The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, construe or describe the scope, interpretations or extent of such paragraph or in any way affect such paragraph or this Agreement. Words in the masculine gender include the feminine and neuter. Use of the singular will include the appropriate plural numbers.

6.12 Enforceability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, not be effective to the extent of such prohibition, but such prohibition will not invalidate the remaining provisions hereof or affect the validity or enforceability of such provisions in any other jurisdiction.

7. This Agreement will be effective when all the parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it as provided in the signature block below.

8. The Franchisee and Personal Guarantor(s) acknowledge that they have carefully read the foregoing Agreement and know and understand the contents of this Agreement, have been represented by counsel, or had the opportunity to be represented by counsel, and sign this Agreement as their own free act, fully intending to be legally bound thereby.

IN WITNESS WHEREOF, and by their signatures below, the Parties hereto acknowledge that they have read, understand and agree to all of the terms and provisions of this Agreement and have caused this Agreement to be executed as of the date provided below written with the full authority of the company principal they represent.

FRANCHISOR:	FRANCHISEE:
DIRTY DOUGH CORPORATE FRANCHISING LLC	**______________________, LLC/INC.**
By: ________________________ (Signature)	By: ________________________ (Signature)
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date: ________________________	Date: ________________________

PERSONAL GUARANTOR(S):

By: ______________________________ (print name)_____________, personally	By: ______________________________ (print name)_____________, personally
Date: _____________________________	Date: _____________________________
By: ______________________________ (print name)_____________, personally	By: ______________________________ (print name) _____________, personally
Date: _____________________________	Date: _____________________________

EXHIBIT "L"
TO THE FDD

SIGNING CHECKLIST

Franchise Documents Signing Checklist
The following items need to be filled out, signed, or dated by the party indicated

1. When you receive the FDD

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
FDD Receipt pages	(last 2 pages of the entire FDD packet)	There are two receipt pages at the very end of the FDD. You must sign and date both copies. You will keep the copy labeled "Franchisee Copy" and return the other copy ("Franchisor Copy") to the franchisor ("DDCF").	_____

2. When you sign the Franchise Agreement and other documents

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
Franchise Agreement	(page 1)	Fill in the franchisee name on the Cover Page	_____
Franchise Agreement	(page 3)	In first paragraph fill in date and franchisee name.	_____
Franchise Agreement	(page 35)	Fill in the franchisee name, address, and email	_____
Franchise Agreement	(page 42)	1. If the franchisee is an entity, (1) fill in the entity name on the line before LLC/INC., and have the president, manager, etc. sign on behalf of the entity. 2. If there is no entity, the franchisee will sign on the lower lines and print his or her name on the line before "personally."	_____
Territory	Exhibit A-1 (page 43)	Initial and date where required on Exhibit A-1	_____
Company Reps. and Warranties	Exhibit A-2 (page 44)	Fill in the date and the name of each owner listing whether they are a shareholder (Corp) or member (LLC).	_____
Brand Protection Agreement for Principals	Exhibit A-4 (pages 46-50)	Each owner and principal manager of the franchisee must fill out, sign and date this Exhibit A-4.	_____
Employee Brand Protection Agreement	Exhibit A-5 (page 51-54)	All employees need to fill out and sign separate non-compete agreements. 1. On the first page, the employee will fill in their name and address, and insert the date the document is signed, and will list you or your company as the franchisee.	_____

		2. Each of your employee must sign this document.	
Landlord's Consent to Assignment	Exhibit A-6 (page 55)	Landlord fills in the blanks, dates, and signs.	_____
Lease Rider	Schedule A-6.1 (page 65-66)	You and the Landlord will fill this out and sign the lease rider.	_____
ACH Agreement	Exhibit A-7 (page 58)	This must be filled out with all the appropriate bank information and signed.	_____

3. Exhibits to the FDD

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
Exhibit B to the FDD Statement of Prospective Franchisee	Exhibit B	You and each owner must fill out, initial, and sign this *<u>prior to signing the franchise agreement, but after the 14-day waiting period.</u>*	_____
Form Contribution Agreement	Exhibit H to the FDD	1. Date the agreement (page 1) 2. Fill in the name of the franchisee entity and the name of the investor(s) (page 1) 3. Fill in the date the franchisee entity was formed (page 1) 4. The investor(s), our affiliate, and the franchisee entity must each sign the signature page (page 5)	_____
Form Revised Operating Agreement	Exhibit I to the FDD	1. Fill in the name of the franchisee entity (page 1) 2. Date the agreement (page 1) 3. Fill in the date the franchisee entity was formed (page 1) 4. Fill in the date of the prior operating agreement (page 1) 5. The investor(s), and our affiliate must each sign the signature page (page 22) 6. Fill in Exhibit A (page 23)	_____
Management Agreement	Exhibit J to the FDD	1. Fill in the name of the franchisee entity (page 1) 2. Date the agreement (page 2) 3. Our affiliate and the franchisee entity must each sign the signature page (page 2)	_____

4. Items to complete after you sign the franchise agreement

DOCUMENT	INSTRUCTIONS	CHECK WHEN COMPLETED
Proof of insurance	The franchisee must get and maintain insurance and provide proof of insurance that lists the franchisor as an additional insured. The franchisee must provide this **annually**.	_____
Franchisee's d.b.a.	In the state where your franchise is located, you need to file for a dba or "doing business as" under the name "Dirty Dough ___________." The blank line will be the city or neighborhood where your franchise is located or as assigned by the franchisor. For example, if your franchise is located in Irvine, California, your filed dba could be "Dirty Dough – Irvine." The franchisor must approve your dba before you file it. You must send a copy of the dba filing to the franchisor after it is filed. Please note that a dba is different from your company name if you have a company that is the franchisee. Please note that also you cannot use the name "Dirty Dough" as part of your company name.	_____
Franchisee's Certificate of Occupancy	Franchisee must provide a certificate of occupancy before you schedule on-site opening assistance/training	_____
Franchisee's Entity Documents	Articles of Incorporation or Organization along with Bylaws or Operating Agreement sent to franchisor.	_____
Copy of lease agreement	The franchisee must provide a copy of the lease agreement to the franchisor.	_____

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date

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

RECEIPT
(Franchisee's Copy)

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 Dirty Dough Corporate 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, the franchisor or an affiliate in connection with the proposed franchise sale.

If Dirty Dough Corporate 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 state administrator listed in Exhibit "F." Dirty Dough Corporate Franchising LLC authorizes the respective state agencies identified on Exhibit "E" to receive service of process for it in the particular state.

The issuance date of this disclosure document is March 10, 2022.

Dirty Dough Corporate Franchising LLC is located at 2332 West 500 North, Suite N, Springville, Utah 84663. Its telephone number is (801) 420-0215. The names, business addresses, and phone numbers of each franchise seller offering this franchise is as follows:

Name	Address	Phone Number
Jill Summerhays	2322 West 500 North, Ste L-M, Springville, Utah	(801) 856-2101
Bennett Maxwell	2322 West 500 North, Ste L-M, Springville, Utah	(801) 420-0215
Wade Rasmussen	2322 West 500 North, Ste L-M, Springville, Utah	(801) 645-7618

I received a disclosure document dated March 10, 2022, that included the following Exhibits:

A. Franchise Agreement and Its Exhibits
B. Statement of Prospective Franchisee
C. Financial Statements
D. Schedule of Franchisees
E. List of Agents for Service of Process
F. List of State Agencies Responsible for Franchise Disclosure and Registration Laws
G. Table of Contents for the Operations Manual
H. Form Contribution Agreement
I. Form Amended Operating Agreement for the Franchisee Entity
I. Management Agreement
J. Release Agreement
K. Signing Checklist

Date: ____________________
(Do not leave blank)

____
Signature of Prospective Franchisee

____
Print Name

____
Title (if Signing for Company)

Please keep this copy for your records.

RECEIPT
(Franchisor's Copy)

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 Dirty Dough Corporate 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, the franchisor or an affiliate in connection with the proposed franchise sale.

If Dirty Dough Corporate 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 state administrator listed in Exhibit "F." Dirty Dough Corporate Franchising LLC authorizes the respective state agencies identified on Exhibit "E" to receive service of process for it in the particular state.

The issuance date of this disclosure document is March 10, 2022.

Dirty Dough Corporate Franchising LLC is located at 2332 West 500 North, Suite N, Springville, Utah 84663. Its telephone number is (801) 420-0215. The names, business addresses, and phone numbers of each franchise seller offering this franchise is as follows:

Name	Address	Phone Number
Jill Summerhays	2322 West 500 North, Ste L-M, Springville, Utah	(801) 856-2101
Bennett Maxwell	2322 West 500 North, Ste L-M, Springville, Utah	(801) 420-0215
Wade Rasmussen	2322 West 500 North, Ste L-M, Springville, Utah	(801) 645-7618

I received a disclosure document dated March 10, 2022, that included the following Exhibits:

A. Franchise Agreement and Its Exhibits
B. Statement of Prospective Franchisee
C. Financial Statements
D. Schedule of Franchisees
E. List of Agents for Service of Process
F. List of State Agencies Responsible for Franchise Disclosure and Registration Laws
G. Table of Contents for the Operations Manual
H. Form Contribution Agreement
I. Form Amended Operating Agreement for the Franchisee Entity
I. Management Agreement
J. Release Agreement
K. Signing Checklist

Date: ____________________
(Do not leave blank)

____
Signature of Prospective Franchisee

____
Print Name

____
Title (if Signing for Company)

If you do not sign this receipt via our electronic signature platform, then you need to send us a signed and dated copy. You may return the signed and dated receipt by mailing it to Dirty Dough Corporate Franchising LLC at 2332 West 500 North, Suite N, Springville, Utah 84663, or by emailing a copy of the signed and dated receipt to franchise@dirtydoughcookies.com.