FRANCHISE DISCLOSURE DOCUMENT
(NON-TRADITIONAL LOCATIONS)

DT Franchising LLC
a Delaware limited liability company
800 Westchester Avenue, Suite N-321
Rye Brook, New York 10573
(646) 374-0384
www.dostoros.com
franchising@dostoros.com

The franchise offered is to operate a fast-casual restaurant concept under the "DOS TOROS TAQUERIA®" name and other trademarks that offers and sells authentic Mexican food and other food products and beverages at non-traditional locations such as airports, hospitals, stadiums, arenas, college campuses, entertainment venues, or other captive host facilities.

The total investment to begin operation of a new non-traditional DOS TOROS TAQUERIA® Restaurant franchise is $807,250 to $2,872,250. This includes $31,500 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the franchisor at 800 Westchester Avenue, Suite N-321, Rye Brook, New York 10573, (646) 374-0384.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising. There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance date: April 30, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit C.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B 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 DOS TOROS TAQUERIA® 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 DOS TOROS TAQUERIA® franchisee?	Item 20 or Exhibit C 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 E.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The Franchise Agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in the franchisor's then-current home state (currently New York). Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in its then-current home state (currently New York) than in your own state.

2. **Short Operating History**. This franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise with a longer operating history.

3. **General Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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.

THE FOLLOWING APPLY TO TRANSACTIONS GOVERNED BY MICHIGAN FRANCHISE INVESTMENT LAW ONLY

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

(a) A prohibition against you joining an association of franchisees.

(b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which would deprive you of rights and protections provided under the Michigan Franchise Investment Law. This does not preclude you, after entering into a franchise agreement, from settling any and all claims.

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

(d) A provision that permits the franchisor to refuse to renew your franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration, of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This provision applies only if:

(i) The term of the franchise is less than five years; and

(ii) You are prohibited by the Franchise Agreement or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or if you do not receive at least six months advance notice of the franchisor's intent not to renew the franchise.

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

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

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

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

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan
Corporate Oversight Division
Attn: Franchise Section
G. Mennen Williams Building
525 West Ottawa, 5th Floor
Lansing, Michigan 48933
Telephone Number: (517) 335-7567

Note: We believe that paragraph (f) is preempted by federal law and cannot preclude us from enforcing the arbitration section in the franchise agreement. We will seek to enforce this section as written.

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

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

The Franchisor and its Parent and Affiliates

The franchisor is DT Franchising LLC ("we," "us," or "our"). "You" means the entity to which we grant a franchise. We may require some of your owners sign our Guaranty and Assumption of Obligations or Undertaking of Obligations (as described in Item 15). This means all or some of our Franchise Agreement's provisions (Exhibit A) also will apply to your owners who sign the Guaranty and Assumption of Obligations or Undertaking of Obligations, as applicable.

We are a Delaware limited liability company formed on September 22, 2022. Our principal business address is 800 Westchester Avenue, Suite N-321, Rye Brook, New York 10573. We conduct business primarily under our limited liability company name and the DOS TOROS TAQUERIA® trademark and under no other name.

Founders Table Franchising, LLC and Founders Table Restaurant Group, LLC (formerly named Chopt Holdings, LLC) ("FTRG") are our parents and they share our principal business address. We have no other parent companies and no predecessors.

The following affiliates of ours are disclosable in this Item 1:

(1) DT ParentCo, LLC ("DT ParentCo") owns all of the trademarks and other intellectual property associated with the DOS TOROS TAQUERIA® system. DT ParentCo licenses that intellectual property to us for use in our franchise program. DT ParentCo has never operated a DOS TOROS Restaurant (as defined below). It has never offered franchises in any line of business.

(2) FTRG licenses to our franchisees the proprietary kitchen management system called "DASH" and our mobile app and website under separate Software License Agreements with you (Exhibit H). FTRG has never operated DOS TOROS TAQUERIA® Restaurants or offered franchises in any line of business.

(3) Chopt Creative Salad Company Franchising, LLC ("CHOPT Franchising") has offered franchises for CHOPT® restaurants since June 2023. As of December 31, 2025, 1 franchised CHOPT® restaurant was in operation. CHOPT® restaurants offer and sell creative salads, warm bowls, and other food products and beverages. CHOPT Franchising has never operated DOS TOROS TAQUERIA® Restaurants or offered franchises in any other line of business. Its principal business address is the same as ours.

(4) Protein Bar and Kitchen Franchising, LLC ("PBK Franchising") has offered franchises for Protein Bar & Kitchen businesses since January 2023. As of December 31, 2025, 3 franchised Protein Bar and Kitchen restaurants were in operation. Protein Bar & Kitchen businesses offer and sell customizable high-protein salads, wraps, acai bowls, shakes, smoothies, etc. PBK Franchising has never operated DOS TOROS TAQUERIA® Restaurants or offered franchises in any other line of business. Its principal business address is 231 South LaSalle Street,

Suite 2100, Chicago, Illinois 60604.

We have offered franchises for DOS TOROS Restaurants since July 2023. We have no other material business activities and have not offered franchises in other lines of business. We have never operated a DOS TOROS TAQUERIA® Restaurant.

If we have an agent in your state for service of process, we disclose that agent in Exhibit E.

The Franchise Offered

We grant franchises to develop and operate a fast-casual restaurant concept identified principally by the DOS TOROS TAQUERIA® trademark that offers and sells authentic Mexican food and other food products and beverages. For ease of reference in this disclosure document, we refer to DOS TOROS TAQUERIA® Restaurants as "DOS TOROS Restaurants" and to your DOS TOROS Restaurant as the "Restaurant." DOS TOROS Restaurants operate under the trademarks, service marks, and other commercial symbols we periodically designate (the "Marks") and the mandatory specifications, standards, operating procedures, and rules we periodically specify for DOS TOROS Restaurants ("Brand Standards").

Currently, we only offer franchises for DOS TOROS Restaurants that will be operated at non-traditional locations such as airports, hospitals, stadiums, arenas, college campuses, entertainment venues, or other captive host facilities (each, a "Host Venue").

Each DOS TOROS Restaurant operates pursuant to franchise agreement (the "Franchise Agreement") that is signed by us and our franchisee. A copy of the current form of our Franchise Agreement is attached as Exhibit A.

We currently offer qualified franchisees the right to offer a tequila bar offering beer, wine and spirits at their DOS TOROS Restaurants (a "Tequila Bar"). If you wish to operate a Tequila Bar at your Restaurant, in addition to satisfying our qualifications, you must sign an Alcoholic Beverage Rider in the form attached to the Franchise Agreement as Exhibit C ("Alcohol Rider").

Nature of Market and Competition

DOS TOROS Restaurants are generally not seasonal. The restaurant industry is mature and competitive. You will compete with numerous businesses, including national, regional, and local restaurant chains (both company-owned and franchised), "mom and pop" restaurants, grocery and convenience stores, and other foodservice businesses.

Laws and Regulations

There are federal, state, and local laws governing food-safety, sanitation, handling, menu-labeling, storage, advertisements, environment protection, minimum wages and other labor conditions, food delivery, and other aspects of foodservice operations are likely to impact your Restaurant's operations more than others. You must comply with all of these laws and with laws applying generally to all businesses. In order to sell alcoholic beverages, if you operate a Tequila Bar, your Restaurant must obtain a liquor license or other authorization from the appropriate government authority and comply with all federal, state, and local alcoholic-beverage laws. You should investigate these laws and regulations when evaluating your franchise acquisition.

ITEM 2
BUSINESS EXPERIENCE

Nicholas Marsh: Chief Executive Officer

Mr. Marsh has been our Chief Executive Officer since September 2022 and the Chief Executive Officer of (i) FTRG since January 2020, and (ii) CHOPT Franchising since June 2022. Mr. Marsh is based in New York, New York.

Thomas Kelleher: President and Chief Operating Officer

Mr. Kelleher has been our President and Chief Operating Officer since September 2022 and he also served Chopt Franchising in the same roles since May 2022. He has also been FTRG's (i) Chief Operating Officer since January 2020; and (ii) President Since May 2022. He is based in New York, New York.

Victor Stevenson: Vice President of Finance and Controller

Mr. Stevenson has been our Vice President of Finance and Controller since September 2022. He has also served as the Vice President of Finance and Controller of Chopt Creative since January 2008 and of Chopt Franchising since May 2022. He is based in Rye Brook, New York.

Jeff Drake: President

Mr. Drake has been one of our Presidents and a President of CHOPT Franchising since December 2025. He is also the Chief Executive Officer of PBK Franchising since January 2023 and of Protein Bar, Inc. since January 2017. Mr. Drake is based in Chicago, Illinois.

Jared Cohen: Chief Operating Officer

Mr. Cohen has been our Chief Operating Officer since December 2025. He is also the Chief Operating Officer of PBK Franchising since January 2023 and of Protein Bar, Inc. since January 2017. Mr. Cohen is based in Chicago, Illinois.

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

Franchise Agreement

You must pay us a $30,000 initial franchise fee in a lump sum when you sign the Franchise Agreement. It is not refundable under any circumstances. The initial franchise fee was uniformly imposed in our prior fiscal year. If you purchase an existing DOS TOROS Restaurant from a franchisee, you will not pay an initial franchise fee. Instead, we receive a transfer fee from you or the selling franchisee (depending on your arrangement). This payment is not refundable.

Software Set-up Fee

You must pay FTRG a one-time software registration and initial set-up fees when you sign the Software License Agreements (which you sign at the same time as the Franchise Agreement). This fee is $500 for the DASH software and $1,000 for the mobile app/website software. These amounts are not refundable. The software set-up fees were uniformly imposed in our prior fiscal year.

ITEM 6
OTHER FEES

Type of Fee(1, 2)	Amount(2)	Due Date	Remarks
Royalty	5% of Restaurant's weekly Gross Sales(3)	Due by Friday after the end of each calendar-week (Monday to Sunday)(4)	
Successor Franchise Fee	$5,000	When you sign successor franchise agreement (if you have that right)	
Transfer of Franchise Rights or Controlling Ownership Interest in Franchisee	$10,000 unless the proposed transfer is to or among your owners, or to an entity you control, in which case the transfer fee is $2,500	Upon transfer	
Transfer of Non-Controlling Ownership Interest in Franchisee	$2,500	Upon transfer	

Type of Fee[1, 2]	Amount[2]	Due Date	Remarks
Fee for Training Replacement Personnel, Retraining, and Supplemental Training and Assistance	$400 per trainer per day, plus our out-of-pocket expenses (subject to change)	As incurred	We may charge you for providing Initial Training to any replacement General Manager (as defined in Item 15), for retraining your General Manager if the Restaurant is not operating according to Brand Standards, and for supplemental training and assistance (whether you request it or we determine that you need to address issues specific to your Restaurant). We may increase this fee up to 20% per year on a compounded basis.
Annual Meeting / Convention	Up to $500 per person; does not include your actual out-of-pocket attendance costs paid to third parties	As incurred	You (or your designated representative we approve) must at our request attend an annual franchisee meeting and pay an attendance fee. We will charge this fee even if you do not attend.
Testing and Evaluation Costs	Actual testing/evaluation costs to be incurred (amount depends on circumstances, including supplier's location, testing required, and item involved)	As incurred	Covers costs of testing new products/services or inspecting new suppliers you propose.
Software License Fees	$100 per month for DASH software, and $150 per month for mobile app and website software (subject to change)	On or before 1st day of each calendar month beginning when your Restaurant opens for business	These amounts are paid to our affiliate FTRG under the Software License Agreements. FTRG may increase the amount of the monthly fees during the' terms, but the increase cannot exceed 5% annually.
Relocation	$5,000 plus costs we incur	As incurred	Due only if you relocate Restaurant.

Type of Fee[1, 2]	Amount[2]	Due Date	Remarks
Audit	Cost of inspection or audit, including legal fees and independent accountants' fees, plus travel expenses, room and board, and compensation of our employees	As incurred	Due if you fail to submit required reports and records or our examination reveals Gross Sales understatement exceeding 2%. Amount depends on nature and extent of your non-compliance. In addition, if you fail to cooperate with audit or inspection process, we have the right to charge you $5,000.
Inspection Fee	Actual costs of first follow-up audit (including our personnel's wages and travel, hotel, and living expenses) $1,500, plus our personnel's travel-related expenses, for the second and each follow-up evaluation we make and for each inspection you specifically request	As incurred	Compensates our costs and expenses for each follow-up inspection to confirm your compliance with Franchise Agreement and Brand Standards.
Interest	Lesser of 1.5% per month or highest commercial contract interest rate law allows	When invoiced	Due on past due amounts.
Administrative Fee	$100	When invoiced	Due for each late or dishonored payment.
Non-Compliance Fee	$250 to $1,000 per deviation from operational requirements/Brand Standards	When billed	Due if you deviate from contractual requirement, including Brand Standard. This compensates us for administrative and management costs, not for our damages due to your

Type of Fee[1, 2]	Amount[2]	Due Date	Remarks
			default. The fee is $250 for the first violation, $500 for the first repeat violation, and $1,000 for second and each subsequent repeat violation on one or more consecutive, subsequent visits to Restaurant.
Costs and Attorneys' Fees	Out-of-pocket cost reimbursement	As incurred	You must reimburse all costs and expenses we incur to enforce our rights or your obligations under Franchise Agreement
Indemnification	Varies under circumstances and depends on nature of third-party claim	As incurred	You must reimburse us and our related parties for all claims and losses arising out of (i) Restaurant's construction, design, or operation, (ii) the business you conduct under Franchise Agreement, (iii) your non-compliance or alleged non-compliance with any law, (iv) a data security incident, or (v) your breach of Franchise Agreement.
Reimbursement of Costs of Third-Party Service Providers	Out-of-pocket cost reimbursement	As incurred	If we determine for convenience, or because of the service provider's billing requirements, to pay for Restaurant-level quality-assurance, food-safety-audit, guest-satisfaction, "mystery-shop," consumer-survey, and similar programs (rather than having you pay the service provider directly), you must reimburse our actual costs for those service providers.

Type of Fee[1, 2]	Amount[2]	Due Date	Remarks
Reimbursement for Customer Complaints	Cost reimbursement	As incurred	We have the right to require you to reimburse our costs if we resolve a customer complaint because you fail to do so.
Remedial Expense	Out-of-pocket cost reimbursement	As incurred	You must reimburse our costs of correcting any deficiencies at the Restaurant or in its operation (short of our taking over management) if you fail to do so.
Tax Reimbursement	Out-of-pocket cost reimbursement	As incurred	You must reimburse us for taxes we must pay any state taxing authority on account of either your operation or your payments to us (except for our income taxes).
Insurance Reimbursement	Out-of-pocket cost reimbursement	As incurred	You must reimburse our costs if we obtain insurance coverage for Restaurant because you fail to do so.
De-Identification Fee	Cost reimbursement	As incurred	You must reimburse our costs of de-identifying Your Restaurant if you fail to do so.
Liquidated Damages	Product of either 24 or the number of months that would have remained in franchise term (as of the effective date of termination) had it not been terminated, whichever is shorter, multiplied by average monthly Royalties that were due and payable to us during the 12 months before the month of termination (or for	Within timeframe we specify	If we terminate Franchise Agreement for cause, or you terminate Franchise Agreement without cause, before the franchise term's scheduled expiration date.

Type of Fee[1, 2]	Amount[2]	Due Date	Remarks
	such lesser period that the Restaurant has been open, if less than 12 months)		

Notes:

1. Except as noted above and except for certain product and service purchases from unaffiliated suppliers, all fees are imposed and collected by and payable to us or an affiliate. We and our affiliates currently do not impose any fees or payments on, or collect any fees or payments from, you on behalf of unaffiliated third parties. No fee in this chart is refundable. All fees represent our current offering and generally are uniformly imposed. In limited circumstances, we might in the future grant economic concessions to certain franchisees depending on the size of their proposed multi-unit development or their location.

2. We may increase any fixed fee, fixed payment, or fixed amount (i.e., not stated as a percentage) under the Franchise Agreement based on changes in the Index (defined below) ("Annual Increase"). An Annual Increase may occur only once per calendar year and may not exceed the corresponding cumulative increase in the Index since the Franchise Agreement's effective date or, as the case may be, since the date on which the last Annual Increase became effective for the particular fixed fee, payment, or amount being increased. Any and all Annual Increases will be made during the same month during each calendar year. "Index" refers to the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, All Items (1982 – 1984 = 100), not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics, or in a successor index. If any fixed fee, payment, or amount due from you under the Franchise Agreement encompasses any third-party charges we collect from you on a pass-through basis (*i.e.*, for ultimate payment to the third party), we may increase the fixed fee, payment, or amount beyond the Annual Increase to reflect increases in the third party's charges to us.

3. "Gross Sales" means the aggregate amount of all revenue and other consideration generated by the Restaurant from any source, including from selling products, services, and merchandise (including delivery charges paid for deliveries made by the Restaurant's employed staff); other types of revenue you receive, including the proceeds of business interruption insurance; and (if we allow barter) the value of products, services, and merchandise bartered in exchange for the Restaurant's products, services, or merchandise. All transactions must be entered into the Technology System at the full retail price for purposes of calculating Gross Sales.

   Gross Sales exclude: (i) federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority; (ii) tips paid by customers to your employees; (iii) the value of both employee discounts and approved promotional or marketing discounts offered to the public not exceeding, in the aggregate, 2% of the Restaurant's weekly Gross Sales; (iv) proceeds from insurance, excluding business interruption insurance; and (v) proceeds from any civil forfeiture, condemnation, or seizure by government entities. In addition, Gross Sales are reduced by the amount of any credits provided in compliance with our policies.

We have the right to modify our policies and practices regarding revenue recognition, revenue reporting, and including or excluding certain revenue from "Gross Sales" as circumstances, business practices, and technology change.

4. Each calendar week currently begins on Monday and ends on Sunday, although we have the right to change the first and last days of each calendar week for Royalty (and other payment) calculation purposes. You must authorize us to debit your business checking or other account automatically for the Royalty and other amounts due under the Franchise Agreement or otherwise. We will debit your account on or after the payment due date for the Royalty and other amounts due. Funds must be available in the account for withdrawal. You must reimburse any "insufficient funds" charges and related expenses we incur due to your failure to maintain sufficient funds in your bank account.

ITEM 7
ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount (High)	Amount (Low)	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee (1)	$30,000	$30,000	Lump sum	Upon signing Franchise Agreement	Us
Software Set-Up Fees and First Three Months	$2,250	$2,250	Lump sum	Upon signing Software License Agreements	FTRG
Three Month's Rent and One Month's Security Deposit (2)	$40,000	$700,000	As agreed	As incurred	Landlord
Architect and Engineering Fees	$30,000	$75,000	Lump sum	As incurred	Architect and Engineer
Construction / Leasehold Improvements (3)	$400,000	$1,000,000	As incurred	As incurred	Contractors
Restaurant Equipment, Fixtures, and Furniture (4)	$200,000	$500,000	Lump sum or financed	As incurred	Third Parties Suppliers
Signage	$15,000	$30,000	As incurred	As incurred	Third Parties Suppliers

Type of Expenditure	Amount (High)	Amount (Low)	Method of payment	When due	To whom payment is to be made
Technology Systems (5)	$30,000	$75,000	Lump sum	As incurred	Third Parties Suppliers
Opening Non-Food Inventory and Supplies (6)	$20,000	$20,000	Lump sum	Before opening	Third Parties Suppliers
Opening Food Inventory	$20,000	$20,000	Lump sum	Before opening	Third Parties Suppliers
Tequila Bar – Equipment, Supplies, and Inventory (7)	$0	$300,000	As incurred	As incurred	Third Parties Suppliers
Initial Training Travel & Living Expenses (8)	$5,000	$20,000	As incurred	As incurred	Suppliers and Employees
Insurance (9)	$5,000	$50,000	As incurred	As incurred	Insurance Company / Broker
Additional Funds—3 Months (10)	$10,000	$50,000	As incurred	Monthly and as incurred	Third Parties Suppliers and Employees
Total Estimated Initial Investment (11)	**$807,250**	**$2,872,250**			

Amounts paid to us and our affiliates are non-refundable. The refundability of all other amounts is controlled by the applicable supplier or third-party.

Explanatory Notes to Table:

Note 1: The initial franchise fee for a DOS TOROS Restaurant is $30,000.

Note 2: DOS TOROS Restaurants operated within Host Venues generally occupy a smaller footprint than traditional restaurant locations and are configured to fit within designated spaces provided by the Host Venue. The size, layout, and design of the Restaurant will vary depending on the specific Host Venue. In many cases, the Host Venue or its designated master concessionaire controls site selection and build-out parameters. You must enter into a sublease, or other occupancy agreement with the Host Venue owner, operator, or a third-party concessionaire. Occupancy costs and terms may include fixed rent, percentage rent based on gross sales, minimum guarantees, common area or facility fees, and other charges specific to the Host Venue. The occupancy costs depend on the type of Host Venue, geographic location, passenger or visitor traffic, and other factors. Occupancy arrangements within Host Venues may be structured similarly to "triple net" arrangements or may include bundled fees covering utilities, maintenance, and other services. You may also be required to contribute to marketing funds, facility maintenance, or other venue-wide programs. You may also be required to pay deposits, fees, or other amounts under your occupancy agreement. Our estimate reflects the range of occupancy cost at a Host Venue located within a commercial airport.

Note 3: The estimate includes amounts for construction, build-out, fixed assets, leasehold improvements, and decorating costs. Build-out within a Host Venue is typically subject to strict design, construction, and operational requirements imposed by the Host Venue and/or its designated concessionaire. In some cases, the Host Venue may deliver the space in a partially built condition, while in others you may be responsible for completing all or a portion of the build-out. Our estimate above assumes that the space is delivered to you in partially built condition and you are not conducting any substantial build-out or configuration. Your actual costs will depend on the specific Host Venue, geographic location, size and configuration of the space, and the extent of financial contributions or incentives, if any, provided by the Host Venue or related parties.

Note 4: This amount includes refrigerators, freezers, gas range, fryer, other warming equipment, kitchen exhaust components, preparation tables, chairs, booths, and other items listed in our Operations Manual (sales taxes and shipping costs are included).

Note 5: This includes the cost of purchasing or leasing and installing the required Technology System, including initial Payment Card Industry (PCI) Data Security Standard compliance costs, sales taxes, and shipping costs. The cost will vary based on equipment configurations, local costs, freight and shipping costs, and local tax rates.

Note 6: Before opening your Restaurant, you must purchase an initial inventory of small-wares from approved suppliers, including containers and other paper, plastic, or similar goods, maintenance and cleaning materials, and miscellaneous materials and supplies (sales taxes and shipping costs are included).

Note 7: You are not required to operate a Tequila Bar at your Restaurant. If you elect to do so, you must acquire additional equipment, serve ware, inventory, insurance and obtain all required licenses and permits (including applicable alcoholic beverage licenses) and comply with all applicable laws and regulations governing the sale and service of alcoholic beverages. We estimate that the incremental cost of operating a Tequila Bar will be between $100,000 and $300,000. We include a low-end estimate of $0 above in the table as you are not required to offer a Tequila Bar at your Restaurant. The estimate above includes the cost of equipment, inventory, supplies and also the incremental cost of obtaining a local license to offer and sell alcoholic beverages, and dram shop and other insurance required for the sale of alcoholic beverages. The cost to obtain a liquor license depends on the licensing authority involved and the local liquor license resale market, if any. Our estimate of the cost for a liquor license includes only the cost of acquiring a license directly from the applicable licensing authority. In some cases, however, state law may limit the total number of licenses available, which may require you to purchase an existing license from another operator. In such situations, the cost of obtaining a license can be greater than the cost of obtaining a license directly from the licensing authority. We do not provide an estimate of the cost of acquiring a license from any independent third-party seller in our estimate above.

Note 9: This estimated range is for 2 people to attend our Initial Training program for 8 weeks, including transportation, board, and lodging. This does not include the training fee that you must pay to us for providing Initial Training to additional trainees or any other costs for additional trainees. We assume you will not send more than two persons to complete the Initial Training.

Note 10: You must obtain and maintain certain types and amounts of insurance coverage (described in Item 8). Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross sales, number of employees, square footage, location, business contents, and other factors affecting risk exposure. This range estimates the cost of the annual premium but excludes workers' compensation insurance. You should check with your insurance agent regarding additional insurance you might wish to obtain above our stated minimums. This estimate does not include the cost of any dram shop or other insurance for the offer or sale of alcoholic beverages, which is included in the line above for the incremental cost of operating a Tequila Bar at your Restaurant. The low-end of this range reflects only the incremental cost of adding required coverage to existing policies, and the high-end includes the purchase of new policies.

Note 11: This line-item estimates the funds needed to cover your other pre-opening expenses as well as initial expenses during the first 3 months of operation (other than the items identified separately in the table), including licenses and permits, labor, supplies, and utilities. These expenses do not include any draw or salary for you. We relied on our affiliates' DOS TOROS Restaurant development and operating experience to compile this Additional Funds estimate.

Note 12: You should review these figures carefully with a business advisor before deciding to acquire the franchise. We do not offer financing directly or indirectly for any part of the initial investment. Availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Brand Standards and Designated and Approved Suppliers

You must operate the Restaurant according to our Brand Standards. Brand Standards may regulate, among other things, types, models, and brands of furniture, fixtures, signs, equipment (including components of and required software licenses for the Technology System), and certain other designated products and services required for the Restaurant (collectively, "Operating Assets"); required, authorized, and unauthorized products and services for the Restaurant; and designated and approved manufacturers, suppliers, and/or distributors of products and services. You must buy or lease all Operating Assets, products, and services you use or sell at the Restaurant only according to Brand Standards and, if we require, only from manufacturers, suppliers, or distributors we designate or approve (which may include or be limited to us, our affiliates, and/or other restricted sources) at the prices those suppliers choose to charge.

We currently are not an approved or designated supplier of any items or services. One of our affiliates currently is the designated (i.e., only) supplier of the proprietary kitchen management software system and mobile app/website software. Otherwise, you currently must buy all of the Restaurant's Operating Assets (defined above), point-of-sale and information-technology systems, ingredients, salad dressings, uniforms, and packaging materials only from suppliers we designate or approve.

Our Chief Operating Officer, Thomas Kelleher, own an interest in Spot Check, LLC. No other officer of ours owns any interest in any unaffiliated supplier to the franchise system.

We restrict your sources of items and services in many cases to protect trade secrets and other intellectual property, help assure quality and a reliable supply of products meeting our standards, achieve better purchase and delivery terms, control third-party use of the Marks, and monitor the manufacture, packaging, processing, sale, and delivery of these items. Besides your purchases from designated or approved suppliers, you generally must purchase products and services meeting our minimum standards and specifications.

You must send us before you intend to use them samples or proofs of all Marketing Materials we have not prepared (as an approved source of such items) or already approved and all approved Marketing Materials that you propose to change in any way. If we do not approve those Marketing Materials within 30 days after receiving them, they will be deemed disapproved for use. You may not use any Marketing Materials we have not approved or have disapproved. "Marketing Materials" are defined as advertising, marketing, promotional, and lead-generation formats and materials.

Restaurant Development

You must develop the Restaurant at your expense. You must follow our construction guidelines and mandatory specifications and layouts for a DOS TOROS Restaurant ("Plans"), including requirements for dimensions, design, interior layout, improvements, color scheme, décor, finishes, signage, and Operating Assets. All other decisions regarding the Restaurant's development are subject to our review and prior written approval.

You must adapt the Plans for your Restaurant ("Adapted Plans") and make sure they comply with the requirements of the Host Venue, the Americans with Disabilities Act, all other federal, state, and local laws, codes, ordinances, and regulations, and lease requirements and restrictions. You must send us the Adapted Plans for pre-approval before the Restaurant's build-out begins and all revised or "as built" plans and specifications prepared during construction and development. We may also require you to submit updated Adapted Plans and other construction reports at the intervals we request, including approximately 30%, 60%, and 90% completion of design and development of the Restaurant. Our review is limited to reviewing compliance with our Plans. Our review is not intended or designed to assess your compliance with applicable laws or lease requirements, which is your responsibility. We have the right to pre-approve your proposed architect and general contractor.

You must at your expense construct, install all trade dress and Operating Assets in, and otherwise develop the Restaurant according to our standards, specifications, and directions. The

Restaurant must contain all Operating Assets, and only those Operating Assets, we specify or pre-approve. You agree to place or display at the Restaurant (interior and exterior), according to our guidelines, only the signs, emblems, lettering, logos, and display materials we approve.

We periodically may modify Brand Standards, which may accommodate regional or local variations, and those modifications may obligate you to invest additional capital in the Restaurant and/or incur higher operating costs. Within 30 days after receiving written notice from us, you must prepare plans according to our standards and specifications and, if we require, using architects and contractors we designate or approve, and you must submit those plans to us for written approval. You must complete all work according to the plans we approve within the timeframe we reasonably specify.

Test Programs

We have the right periodically to require you to participate in certain test programs and consumer surveys for new products, services, and/or Operating Assets. This could obligate you to spend money for new Operating Assets and to incur other operating costs for the Restaurant. While we need not reimburse those costs, we will not require you to spend unreasonable amounts to participate in test programs and consumer surveys. We have the right to discontinue any test programs before their scheduled completion dates and choose not to implement any changes to the Franchise System. We have not yet started any test programs but will advise you in advance of any required procedures.

Insurance

You must maintain insurance coverage for the Restaurant at your own expense in the amounts, and covering the risks, we periodically specify. Your insurance carriers must be licensed to do business in the Restaurant's state and be rated A-, VII or higher by A.M. Best and Company, Inc. (or satisfy our other criteria). We periodically may increase the required coverage amounts and/or require different or additional insurance coverage at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or relevant changes in circumstances. Insurance policies must name us and our designated affiliates as additional insureds (and be provided on an Additional Insured Grantor of Franchise Endorsement per form CG2029 or an endorsement form with comparable wording acceptable to us) and give us 30 days' prior written notice of material modification, cancellation, or non-renewal and notice of non-payment. You must send us a valid insurance certificate or duplicate insurance policy showing required coverage and payment of premiums.

You currently must have the following minimum insurance coverage: (i) commercial general liability insurance (including product, contractual, and owned and non-owned vehicle liability coverages) in minimum amounts of $2,000,000, aggregate single limit coverage; (ii) "All Risk" property damage insurance; (iii) plate glass insurance and boiler insurance (if applicable); (iv) employer's liability, workers' compensation, and such statutory insurance as may be required in the state in which the Restaurant is located; and (v) employment practices liability insurance with a limit of not less than $1,000,000 per occurrence and $1,000,000 aggregate. You also must obtain and maintain all other insurance required under applicable state law.

Supplier Approval and Designation Process and Compliance with Brand Standards

Except as described above, there are no goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Restaurant that you currently must buy or lease from us (or our affiliates) or designated or approved suppliers. In the future, we have the right to designate other products and services that you must buy only from us, our affiliates, or designated or approved suppliers. To maintain the quality of DOS TOROS Restaurant products and services and our franchise network's reputation, all Operating Assets, products, and services your Restaurant uses or sells (besides those described above that you currently may obtain only from us, our affiliates, and/or approved and designated suppliers) must meet our minimum standards and specifications, which we issue and modify based on our, our affiliates', and our franchisees' experience in operating DOS TOROS Restaurants. Standards and specifications may impose minimum requirements for production, performance, safety, reputation, prices, quality, design, and appearance. Our Operations Manual, other technical manuals, and written and online communications will identify our standards and specifications for you. When appropriate and authorized, you may provide those standards and specifications to suppliers if they agree to maintain confidentiality.

If you want to purchase or lease any Operating Assets, products, or services from a supplier or distributor we have not then approved (if we require you to buy or lease the asset, product, or service only from an approved supplier or distributor), then you must establish to our reasonable satisfaction that the quality and functionality of the item or service are equivalent to that of the item or service it replaces and that the supplier or distributor is, among other things, reputable, financially responsible, and adequately insured for product-liability claims. You must pay upon request any actual expenses we incur to determine whether or not the items, services, suppliers, or distributors meet our requirements and specifications. We will decide within a reasonable time (up to 120 days).

We have the right to condition supplier or distributor approval on requirements relating to product taste, quality, and safety; third-party lab testing; prices; consistency; warranty; supply-chain reliability and integrity; financial stability; customer relations; frequency, economy, and efficiency of delivery; the benefits of concentrating purchases with limited suppliers; standards of service (including prompt attention to complaints); and other criteria. We have the right to inspect the proposed supplier's or distributor's facilities and require the proposed supplier or distributor to send samples or items either directly to us or to a third-party testing service. We have the right to re-inspect a supplier's or distributor's facilities and products and revoke our approval of any supplier, distributor, product, or service no longer meeting our criteria by notifying you and/or the supplier or distributor. We do not make our approval criteria for suppliers or distributors available to franchisees.

Despite these procedures, we have the right to limit the number of approved suppliers and distributors, designate sources you must use, and refuse your requests for any reason, including because we already have designated an exclusive source (which might be us or our affiliate) for a particular item or service or believe that doing so is in the DOS TOROS Restaurant network's best interests. If we approve any supplier or distributor you recommend, we have the right to authorize other DOS TOROS Restaurants to buy or lease any Operating Assets, products, or services from that supplier or distributor without compensating you.

Revenue from Supply Chain

While we do not currently receive such benefits, we and/or our affiliates may derive revenue in the form of promotional allowances, volume discounts, commissions, other discounts, performance payments, signing bonuses, rebates, marketing and advertising allowances, free products, and other economic benefits and payments from suppliers that we designate, approve, or recommend for some or all DOS TOROS Restaurants on account of those suppliers' prospective or actual dealings with your Restaurant and other DOS TOROS Restaurants. That revenue may or may not be related to services that we and our affiliates perform. All amounts received from suppliers, whether or not based on your or other franchisees' purchases from those suppliers, will be our and our affiliates' exclusive property, which we and our affiliates may retain and use without restriction for any purposes we and our affiliates deem appropriate. Any products or services that we or our affiliates sell you directly may be sold to you at prices exceeding our and their costs.

We did not receive any revenue during 2025 from selling or leasing any items or services directly to our franchisees. FTRG is the designated (i.e., only) supplier of the proprietary kitchen management software system called DASH and the mobile app/website software, and FTRG received $4,900 during 2025 for licensing software to our franchisee. We and our affiliates did not receive any revenue during 2025 from suppliers who did business with our franchisees, and no such agreements are in place that would entitle us or our affiliates to receive such revenue or material consideration from third party vendors.

Collectively, your purchases and leases from us or our affiliates, from designated or approved suppliers, or according to our standards and specifications represent about 100% of your overall purchases and leases to establish and then to operate the Restaurant.

Negotiation of Purchase Arrangements

There currently are no purchasing or distribution cooperatives. We and our affiliates currently negotiate purchase arrangements with suppliers (including price terms) for most of the items needed to operate a DOS TOROS Restaurant, including food and beverage, Technology Systems, and restaurant equipment and supplies. In doing so, we and our affiliates seek to promote the overall interests of the franchise system and affiliate-owned operations and our interests as the franchisor. We do not negotiate purchase arrangements for the benefit of any particular franchisee or group of franchisees. We and our affiliates might not obtain the best pricing or most advantageous terms for DOS TOROS Restaurants. We and our affiliates also are not responsible for the performance of suppliers and distributors to DOS TOROS Restaurants, including if their products or services fail to conform to or perform in compliance with Brand Standards or our contractual terms with the supplier or distributor.

We do not provide material benefits to a franchisee (for example, renewal or granting additional franchises) for purchasing particular products or services or using particular suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure Document item
a. Site selection and acquisition/lease	Franchise Agreement: Sections 4.A and 4.B	Item 11
b. Pre-opening purchases/leases	Franchise Agreement: Section 4	Item 11
c. Site development and other pre-opening requirements	Franchise Agreement: Section 4.C Alcohol Beverage Rider: Sections 3, 4, 5, and 7	Item 8
d. Initial and ongoing training	Franchise Agreement: Section 6 Alcohol Beverage Rider: Section 4	Item 11
e. Opening	Franchise Agreement: Section 4.D	Item 11
f. Fees	Franchise Agreement: Section 5 Software License Agreements: Section B Alcohol Beverage Rider: Section 2	Items 5 and 6
g. Compliance with standards and policies/operating manual	Franchise Agreement: Sections 6.G and 7.D Software License Agreements: Section C Alcohol Beverage Rider: Section 5	Item 8
h. Trademarks and proprietary information	Franchise Agreement: Sections 8 and 9	Items 13 and 14
i. Restrictions on products/services offered	Franchise Agreement: Section 7.E Alcohol Beverage Rider: Section 5	Item 8
j. Warranty and customer service requirements	Franchise Agreement: Section 7.C Software License Agreements: Section H	Not Applicable
k. Territorial development and sales quotas	Franchise Agreement: Section 3.C	Item 12

Obligation	Section in Agreement	Disclosure Document item
l. On-going product/service purchases	Franchise Agreement: Section 7.E	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	Franchise Agreement: Sections 7.B	Items 8 and 11
n. Insurance	Franchise Agreement: Section 20.D Alcohol Beverage Rider: Section 7	Item 8
o. Advertising	Franchise Agreement: Section 13	Item 11
p. Indemnification	Franchise Agreement: Section 20.E Software License Agreements: Section I	Item 6
q. Owner's participation/ management/staffing	Franchise Agreement: Sections 3.H and 7.D	Item 15
r. Records and reports	Franchise Agreement: Section 14 Alcohol Beverage Rider: Sections 3 and 7	Item 6
s. Inspections and audits	Franchise Agreement: Section 15 Software License Agreements: Section D.3	Item 6
t. Transfer	Franchise Agreement: Section 16 Software License Agreements: Section F	Item 17
u. Renewal	Franchise Agreement: Section 17	Item 17
v. Post-termination obligations	Franchise Agreement: Section 19	Item 17
w. Non-competition covenants	Franchise Agreement: Sections 12.A and 19.D	Item 17
x. Dispute resolution	Franchise Agreement: Section 21 Software License Agreements: Section J	Item 17
y. Consumer Data and Data Security	Franchise Agreement: Section 10 Software License Agreements: Section E	Item 11

Obligation	Section in Agreement	Disclosure Document item
z. Social Media Restrictions	Franchise Agreement: Sections 7.D, 8.B, 13.B and 19.B	Item 11
aa. Compliance with Customer Complaint Resolution Procedures	Franchise Agreement: Section 7.D	Not applicable
bb. Compliance with All Laws	Franchise Agreement: Section 7.C Software License Agreements: Section E Alcohol Beverage Rider: Section 3	Item 9
cc. Owner Guaranty	Franchise Agreement: Section 3.E and Exhibit B-1, B-2	Not Applicable

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, we are not required to provide you with any assistance.

Pre-Opening Assistance

Before you begin operating the Restaurant, we will (directly or through an affiliate or other designated third party):

1. Accept or reject your Restaurant's site and the lease. The lease must include the lease rider terms we approve to protect us and the Marks. You may not sign any lease we have not accepted in writing. (Franchise Agreement—Sections 4.A and Section 4.B)

2. Give you template Plans for the Restaurant's development. Our Plans might not reflect the requirements of any federal, state, or local laws, codes, ordinances, or regulations, including those arising under the ADA, or any lease requirements or restrictions. You are solely responsible for complying with all laws and the Host Venue requirements. We must pre-approve in writing the Adapted Plans before the Restaurant's build-out begins and at various intervals that we designate, including at approximately 30%, 60%, and 90% completion of design and development of the Restaurant. Our review of the Adapted Plans is limited to reviewing compliance with our Plans. We do not conform the Restaurant's premises to local ordinances and building codes or obtain required permits for you. (Franchise Agreement—Section 4.C)

3. Provide Initial Training for your General Manager and one additional trainee who you may designate and we approve. (Franchise Agreement – Sections 6.A)

4. Identify in writing or electronically the Operating Assets, inventory, supplies, and other products and services you must use to develop and operate the Restaurant, the minimum standards and specifications you must satisfy, and the designated and approved manufacturers, suppliers, and distributors from which you must or may buy or lease items and services (which may include or be limited to us and/or our affiliates). (Franchise Agreement – Sections 4.C, 6.G, 7.D, and 7.E) We and our affiliates currently are not involved in delivering or installing fixtures, equipment, or signs, although we will provide direction for you to comply with our Brand Standards.

5. At our option, send an opening team to the Restaurant during its opening phase to help you prepare for opening and to train your supervisory employees on our philosophy and Brand Standards (but not matters relating to labor relations and employment practices). (Franchise Agreement – Section 6.C)

6. Give you access to our various operations and technical manuals, bulletins, and other materials (collectively, the "Operations Manual"). The Operations Manual may consist of and is defined to include audio, video, computer software, other electronic and digital media, and/or written and other tangible materials. The Operations Manual contains Brand Standards and information on your other obligations under the Franchise Agreement. We have the right to modify the Operations Manual periodically to reflect changes in Brand Standards, but those modifications will not alter your fundamental rights or status under the Franchise Agreement. If there is a dispute over the Operations Manual's contents, our master version controls. The Operations Manual currently contains the equivalent of approximately 272 total pages; its current table of contents is Exhibit D. (Franchise Agreement – Section 6.G)

7. License to you FTRG's proprietary kitchen management system called DASH and its mobile app/website software under separate Software License Agreements with you. (Software License Agreements)

<u>Opening</u>

We estimate that you will open the Restaurant for business by the earlier of 12 months after the date you sign the Franchise Agreement. If you do not open by that time and/or any earlier deadline specified by your Host Venue, we may terminate your Franchise Agreement. Your opening timetable depends on how quickly you secure the site; the Restaurant's condition and remodeling requirements; the Restaurant's construction and build-out schedule; obtaining licenses; obtaining Host Venue approval; the delivery schedule for Operating Assets and supplies; attending and completing training; and complying with local laws and regulations. (Section 4.C and D)

You may not open the Restaurant for business until: (1) we or our designee inspects and approves the Restaurant as having been developed in compliance with our specifications and standards; (2) your General Manager completes Initial Training to our satisfaction; (3) the

Restaurant has sufficient trained employees to manage and operate the Restaurant on a day-to-day basis in compliance with our Brand Standards; (4) the Restaurant's employees are food-safety certified; (5) you have satisfied all state and federal permitting, licensing, and other legal requirements and, at our request, have sent us copies of all required permits, licenses, and insurance policies; (6) you have paid all amounts owed to us and our principal suppliers; (7) you have approval of your Host Venue; and (8) you are not in default under any agreement with, us, our affiliates, and principal suppliers. (Franchise Agreement—Section 4.D)

Ongoing Assistance

During Your Restaurant's operation, we will (directly or through an affiliate or other designated third party):

1. Advise you or make recommendations regarding the Restaurant's operation with respect to standards, specifications, operating procedures, and methods that DOS TOROS Restaurants use; purchasing required or recommended Operating Assets and other products, services, supplies, and materials; supervisory-employee training methods and procedures (although you are solely responsible for the employment terms and conditions of all Restaurant employees); and accounting, advertising, and marketing. We may guide you through our Operations Manual, by electronic media, by telephone, and/or at our office or the Restaurant. (Franchise Agreement – Section 6.G)

2. Give you, at your request and expense (and our option), additional or special guidance, assistance, and training that we believe you need to address issues specific to your Restaurant. We have no obligation to continue providing any specific ongoing training, conventions, advice, or assistance. (Franchise Agreement – Section 6.G)

3. Continue to give you access to our Operations Manual. (Franchise Agreement – Section 6.G)

4. Issue and modify Brand Standards. If the Brand Standards conflict with the terms of the Lease or the policies of the Host Venue, we may approve or reject your requests to deviate from the Brand Standards. While we will help you establish your Restaurant's prices, Brand Standards may regulate and establish (to the extent the law allows) price advertising policies and maximum, minimum, or other pricing requirements for products and services the Restaurant sells, including requirements for promotions, special offers, and discounts in which some or all DOS TOROS Restaurants must participate. (Franchise Agreement – Sections 7.A, 7.B, 7.C, 7.D, and 7.E)

5. Let you use our Marks. (Franchise Agreement – Section 8)

6. Let you use our confidential information, some of which constitutes trade secrets under applicable law (the "Confidential Information"). (Franchise Agreement – Section 9)

7. Periodically inspect and monitor the Restaurant's operation, at the intervals we choose. (Franchise Agreement – Section 15.A)

8. Periodically offer refresher training courses, as we designate. (Franchise Agreement – Section 6.D)

9. Review and approve or disapprove Marketing Materials you want to use. (Franchise Agreement – Section 13.A)

Advertising and Marketing Programs

Advertising by Us

We may promote and advertise the "DOS TOROS TAQUERIA" brand through any form of media with local, regional, or national reach. Such advertising may be conducted by our in-house advertising department or by a national or regional advertising agency. We have no obligation to spend any amounts on any specific type of advertising or media (whether local, regional, or national), use any specific source of advertising (for example, in house advertising departments or national or regional agencies), or spend any amount in the area where your Restaurant is located. We will have sole control over all creative concepts, materials, administrative functions, finances, and other matters relating to marketing, promotional and advertising programs that we and our affiliates and designees conduct for the "DOS TOROS TAQUERIA" brand. You cannot obtain any accounting records or statements regarding our marketing efforts.

Marketing by You

You may not develop, maintain, or authorize any domain name, homepage, electronic address, metatag, or otherwise in connection with any website or other online presence (collectively, "Digital Marketing") or any blogs, common social networks like Facebook and Instagram, professional networks like LinkedIn, live-blogging tools like Twitter, file, audio, and video-sharing sites, and other similar social-networking media or tools (collectively, "Social Media") mentioning or describing the Restaurant or displaying any Marks without our prior written approval and, if applicable, without complying with our Brand Standards for such Digital Marketing, and Social Media. Except for the System Website (defined below) and approved Digital Marketing, and Social Media, you may not conduct commerce or directly or indirectly offer or sell any products or services using any Digital Marketing, Social Media, or website, digital or online platform or app. (Sections 7.D and 13.B)

All advertising, promotion, marketing, and public relations activities you conduct and Marketing Materials you prepare must not be misleading, must conform to our policies, and must comply with all laws. To protect the goodwill that we and our affiliates have accumulated in the "DOS TOROS TAQUERIA" name and other Marks, you must send us before you intend to use them samples or proofs of (1) all Marketing Materials we have not prepared or already approved, and (2) all Marketing Materials we have prepared or already approved which you propose to change in any way. If we do not approve your Marketing Materials in writing within 30 days after we actually receive them, they will be deemed disapproved for use. While we will not unreasonably withhold our approval, you may not use any Marketing Materials we have not approved or have disapproved. We reserve the right upon 30 days' prior written notice to require you to discontinue using any previously-approved Marketing Materials. (Franchise Agreement – Section 13.A) If you operate a Tequila Bar, all approved advertising must comply with applicable alcohol laws.

Brand Fund, Advertising Cooperatives, and Advertising Councils

We do not require franchisees of DOS TOROS Restaurants that operate at Host Venues to contribute to any brand fund or participate in any advertising cooperatives. We do not have the right to establish any such brand fund or advertising cooperative or collect such contributions. We do not have a franchisee advisory council that advises us on advertising policies.

System Website and Electronic Advertising

We or our designees may establish a website or series of websites (with or without restricted access) for the DOS TOROS Restaurant network: (1) to advertise, market, identify, and promote DOS TOROS Restaurants, the products and services they offer, and/or the DOS TOROS Restaurant franchise opportunity; (2) to help us operate the DOS TOROS Restaurant network; and/or (3) for any other purposes we deem appropriate for DOS TOROS Restaurants or our other business activities (collectively, the "System Website"). The System Website need not provide you with a separate interior webpage or "micro-site" referencing Your Restaurant. We will own all intellectual property and other rights in the System Website and all information it contains. (Section 13.B)

All Marketing Materials you develop for the Restaurant must comply with Brand Standards and contain notices of the System Website's URL as we specify. You may not develop, maintain, or authorize any Digital Marketing or Social Media mentioning or describing the Restaurant or displaying any Marks without our prior written approval and, if applicable, without complying with our Brand Standards for such Digital Marketing and Social Media. Except for the System Website and approved Digital Marketing, and Social Media, you may not conduct commerce or directly or indirectly offer or sell any products or services using any Digital Marketing, Social Media, or any other website, online or digital platform or app. We have the right to maintain websites other than the System Website and to offer and sell products and services under the Marks from the System Website, another website, or otherwise over the Internet without payment or other obligation to you. (Franchise Agreement – Section 13.B)

Technology System

You must obtain and use the computer hardware and software, point-of-sale system, computer-related accessories and peripheral equipment, tablets, smart-phones, online, digital, and app ordering systems, and online kitchen-management system we periodically specify (the "Technology System"). You must use the Technology System to access the System Website and to input and access information about your sales and operations. The Technology System must permit 24-hours-per-day, 7-days-per-week electronic communications between you and us. (Franchise Agreement – Section 7.F; D.3 of Software License Agreements). We will have continuous, unlimited, independent access to all operational information that we designate periodically that is stored on or processed via the Technology System, excluding employee or employment-related information. Except as described above, there are no contractual limitations on our right to access the information on your Technology System. We will not unreasonably interfere with your Restaurant's operation.

The required Technology System currently also consists of the Toast POS system, FTRG's proprietary kitchen management system (DASH) and mobile app/website software, Jolt compliance system, software for email, productivity, and storage, ISP primary and backup service, network hardware and software (router, switch, and access points), VOIP phones, music hardware and software, security system, and office computers, monitors, tablets, and printers. Some locations might select to add in-store kiosks, security alarm systems, and/or digital menu boards and marketing displays. We estimate the Technology System's cost to range from $30,000 to $75,000. You also must pay FTRG a one-time software registration and initial set-up fees when you sign the Software License Agreements: $500 for the DASH software; and $1,000 for the mobile app/website software. Neither we nor any affiliate has any obligation to provide ongoing maintenance, repairs, upgrades, or updates.

The third parties whose computer-related products you buy have no contractual right or obligation to provide ongoing maintenance, repairs, upgrades, or updates unless you obtain a service contract or a warranty covers the product. Ongoing subscription and support costs are paid monthly or annually; we estimate the costs to range from $12,000 to $15,000 annually. This includes the total $250 monthly software license fees you must pay FTRG (subject to 5% increases each year). The Technology System generates and maintains sales, menu mix, and other financial information. You must upgrade the Technology System, and/or obtain service and support, as we require or when necessary because of technological developments, including complying with PCI Data Security Standards. There are no contractual limitations on the frequency and cost of this obligation. We need not reimburse your costs.

Despite your obligation to buy, use, and maintain the Technology System according to our standards and specifications, you have sole and complete responsibility for: (1) acquiring, operating, maintaining, and upgrading the Technology System; (2) the manner in which your Technology System interfaces with our and any third party's Technology System; (3) any and all consequences if the Technology System is not properly operated, maintained, and upgraded; and (4) independently determining what is required for you to comply (and then complying) at all times with the most-current version of the Payment Card Industry Data Security Standards, and with all laws (including privacy laws) governing the use, disclosure, and protection of Consumer Data and the Technology System, and validating compliance with those standards and laws as periodically required. "Consumer Data" means the names, addresses, telephone numbers, email addresses, dates of birth, demographic or related information, buying habits, preferences, credit-card information, and other personally-identifiable information of customers.

Technology System are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication-line disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders. It is your responsibility to protect yourself from these problems, which include taking steps to secure your systems (including continually updating firewalls, password protection, and anti-virus systems) and using backup systems.

Training

Initial Training Program

We will furnish through virtual and distance learning and other electronic means and, at our option, at a designated training location of our choice (which may be our corporate headquarters, an operating DOS TOROS Restaurant, and/or your Restaurant) an initial training program ("Initial Training") on operating a DOS TOROS Restaurant. We will train your General Manager and one additional trainee who you may designate and we approve. (Franchise Agreement—Section 6.A) We expect training to occur after you sign the Franchise Agreement and while you develop the Restaurant. Before you open the Restaurant for business, your General Manager must complete Initial Training to our satisfaction and be "certified," having passed applicable operations and proficiency tests. A fully-trained General Manager must be present on-site at all times during operating hours of the Restaurant.

There currently are no fixed (i.e., monthly or bi-monthly) training schedules. We use manuals, videos, and other hands-on training aids during the training program. Your training attendees must complete training before the Restaurant's scheduled opening date (although there is no minimum timeframe before opening by which they must do so). You must pay your employees' wages, benefits, and travel, hotel, and food expenses while they attend training.

The following chart describes our current initial training program:

	Hours of Training		
Subject	Classroom/Online	On-the-job	Location*
Core Values / Program Orientation	2	0	New York
Kitchen Training: Prep, Grill, Sauté, and Fry	10	68	New York
Line Training: Prep. Menu Training, Service, and Hospitality	8	72	New York
Management Training: COGS, Ordering, Labor Management, Opening/Closing, and Shift Management	5	115	New York
Totals	25	255	

*All training occurs at an affiliate-owned DOS TOROS Restaurant in New York.

Michael LaPlaca will supervise franchisee training. Mr. LaPlaca has 42 years of experience in the subject matters taught, and 21 years of experience with us or our affiliates.

We may, but have no obligation to, send an opening team to the Restaurant to support the Restaurant during its opening phase and to help you train your supervisory employees on our philosophy and Brand Standards (but not matters relating to labor relations and employment practices). We will pay the wages and travel-related expenses of any opening team we choose to send. However, if in our opinion you and/or the Restaurant needs, or if you request and we agree to provide, special guidance, assistance, or training (excluding training relating to labor relations and employment practices) that extends beyond the period our opening team is scheduled to be at the Restaurant (if we send it), you must pay our personnel's daily charges (including wages) and travel, hotel, and living expenses. We have the right to delay the Restaurant's opening until all required training has been satisfactorily completed. (Franchise Agreement—Section 6.C)

Retraining

If your General Manager fails to complete Initial Training to our satisfaction, or we determine after an inspection that retraining is necessary because the Restaurant is not operating according to Brand Standards, he or she may attend a retraining session for which we may charge our then-current training fee. You must pay all employee compensation and expenses during retraining. (Franchise Agreement—Section 6.B) Our fee for supplemental and ongoing training currently $400 per trainer per day plus certain expenses. The Restaurant may commence and continue operation only if there is at least one fully-trained certified manager on staff who intends to be at the Restaurant daily.

Training for Restaurant Employees

Your General Manager must properly train all Restaurant employees to perform the tasks for their respective positions. We may develop and make available training tools and recommendations for you to use in training the Restaurant's employees to comply with Brand Standards. We may update these training materials to reflect changes in our training methods and procedures and changes in Brand Standards. (Franchise Agreement—Section 6.F) You are also responsible for ensuring that all employees who serve, pour, or handle alcoholic beverages has completed and holds a current certificate in a responsible alcohol service training program.

Ongoing and Supplemental Training

We have the right to require your General Manager and your Restaurant's other staff to attend and complete satisfactorily various training courses and programs that we or third parties periodically offer during the franchise term at the times and locations we designate. However, we will not require attendance at these training courses and programs (including any annual meeting of DOS TOROS Restaurant franchisees) for more than 5 days total during each calendar year. You must pay their compensation and expenses during training. We may charge our then-current fee for continuing and advanced (currently, $400 per trainer per day). Besides attending and/or participating in the various training courses and programs described above, at least one of your representatives who we approve must at our request attend an annual meeting of all DOS TOROS Restaurant franchisees for up to 4 days at a location we designate. You must pay all costs to attend. You must pay any meeting fee (subject to a maximum of $500 per person) we charge even if your representative does not attend (whether or not we excuse that non-attendance). (Franchise Agreement—Section 6.D)

ITEM 12
TERRITORY

You will operate the Restaurant at a specific location that you and we mutually agree on when we sign the Franchise Agreement with you.

If any Host Venue requires that you relocate the Restaurant to a different site within the Host Venue, you may not do so without our prior written approval. We are not required to approve any proposed relocation to a site which does not satisfy our standards for DOS TOROS

Restaurants, including for size, configuration, access, and visibility. Conditions for relocation approval are (1) the new site and its lease are acceptable to us, (2) you pay us a $5,000 relocation fee, (3) you reimburse any costs we incur during the relocation process, (4) you confirm that your original Franchise Agreement remains in effect and governs the Restaurant's operation at the new site with no change in the franchise term or, at our option, you sign our then-current form of franchise agreement to govern the Restaurant's operation at the new site for a new franchise term, (5) you and your owners sign a general release, in a form satisfactory to us, of any and all claims against us and our owners, affiliates, officers, directors, employees, and agents, (6) you continue operating the Restaurant at its original site until we authorize its closure, and (7) you de-brand and de-identify the Restaurant's former premises within the timeframe we specify and at your own expense so it no longer is associated in any manner (in our opinion) with our system and the Marks.

You will receive an area of protection around your Restaurant (the "Area of Protection"). We will identify and describe the Area of Protection in the Franchise Agreement when you sign it and its size will depend on the location and nature of the Host Venue. During the franchise term, subject to your continued compliance with your Franchise Agreement, we and our affiliates will not own or operate, or allow another franchisee or licensee to own or operate, another DOS TOROS Restaurant having its physical location within the Area of Protection.

Except for the DOS TOROS Restaurant location restriction above, we and our affiliates retain all rights with respect to DOS TOROS Restaurants, the Marks, the offer and sale of products and services that are similar to, competitive with, or dissimilar from the products and services your Restaurant offers and sells, and any other activities we and they deem appropriate, whenever and wherever we and they desire, without regard to the competitive impact on your Restaurant. Our rights will be as broad as possible inside and outside the Area of Protection. Those rights include the following:

(1) to own and operate, and to allow other franchisees and licensees to own and operate, DOS TOROS Restaurants at any physical locations (and in any geographic markets) outside the Area of Protection (including at the boundary of the Area of Protection) and on any terms and conditions we and they deem appropriate;

(2) to offer and sell and to allow others (including franchisees, licensees, and other distributors) to offer and sell, inside and outside the Area of Protection and on any terms and conditions we and they deem appropriate, products and services that are identical or similar to and/or competitive with those offered and sold by DOS TOROS Restaurants, whether such products and services are identified by the Marks or other trademarks or service marks, through any alternate distribution channels (including the Internet), and shipping and delivery methods and to any customer, no matter where located;

(3) to establish and operate, and to allow others (including franchisees and licensees) to establish and operate, anywhere (including inside or outside the Area of Protection) any business (whether operated at a set physical location or through trucks, vans, and other mobile methods) offering identical, similar, and/or competitive products and services under trademarks and service marks other than the Marks;

(4) to acquire the assets or ownership interests of one or more businesses offering and selling products and services similar to those offered and sold at DOS TOROS

Restaurants (even if such a business operates, franchises, or licenses Competitive Business (as defined in Item 17), and operate, franchise, license, or create similar arrangements for those businesses once acquired, wherever those businesses (or the franchisees or licensees of those businesses) are located or operating, including within the Area of Protection;

(5) to be acquired (whether through acquisition of assets, ownership interests, or otherwise, regardless of the transaction form) by a business offering and selling products and services similar to those offered and sold at DOS TOROS Restaurants, or by another business, even if such a business operates, franchises, or licenses Competitive Businesses inside or outside the Area of Protection; and

(6) to engage in all other activities the Franchise Agreement does not expressly prohibit.

We and our affiliates have no contractual or other obligation to compensate you if we engage in any of these activities. You do not have the option, right of first refusal, or other similar rights to acquire additional franchises

Our affiliates own and operate CHOPT® branded restaurants and Protein Bar & Kitchen branded businesses. Our affiliates also offer and sell franchises CHOPT® restaurants and Protein Bar & Kitchen businesses. CHOPT® restaurants feature creative salads, warm bowls, and other food products and beverages. Protein Bar & Kitchen businesses offer and sell customizable high-protein salads, wraps, acai bowls, shakes, smoothies, etc. Restaurants owned, operated, and/or franchised by our affiliates may operate anywhere, including in your Area of Protection, and solicit and accept orders from customers in any location. We currently share a principal business address and certain training facilities with CHOPT Franchising. The principal business address of PBK Franchising is 231 South LaSalle Street, Suite 2100, Chicago, Illinois 60604, and we operate from separate offices and training facilities. If a conflict should arise between any DOS TOROS franchisee and any other business operated or franchised by an affiliate of ours, we will analyze the conflict and take any action or no action as we deem appropriate.

Your right to operate the Restaurant is limited to products you prepare and sell, and services you provide, at the Restaurant's physical location. You do not have the right to distribute products and services over the Internet or to engage in other supply or distribution channels away from the Restaurant's physical location without our approval (for example, e-commerce or other digital sales, catalog sales, mail-order sales, infomercials, or telemarketing).

ITEM 13
TRADEMARKS

You may use certain Marks in operating your Restaurant. DT ParentCo (our affiliate) owns the trademark registrations for the following principal Marks on the Principal Register of the United States Patent and Trademark Office (the "USPTO"):

Mark	Registration Number	Registration Date
DOS TOROS TAQUERIA	3,899,726	01/04/2011
DOS TOROS TAQUERIA (script/design version)	4,945,454	04/26/2016
DOS TOROS	3,908,203	01/18/2011
	4,945,101	04/26/2016

DT ParentCo intends to renew, and has filed and intends to file all required affidavits relating to, all trademark registrations for the Marks that remain important to the DOS TOROS Restaurant brand.

DT ParentCo licenses us to use these Marks and related intellectual property, and to authorize franchisees to use them in operating DOS TOROS Restaurants, under a Trademarks, Copyrights, and Trade Secrets License Agreement effective March 22, 2023 (the "License Agreement"). The License Agreement's initial term is 20 years; we have the right to renew the License Agreement for 2 successive 5-year terms. We may terminate the License Agreement at any time. DT ParentCo may terminate the License Agreement immediately if we breach the License Agreement and fail to cure the breach within 30 days after receiving written notice from DT ParentCo. When the License Agreement terminates or expires, we must stop using and sublicensing the Marks and related intellectual property. However, any DOS TOROS Restaurant franchisee that has been authorized to use the Marks in its franchise may continue using the Marks until that franchisee's franchise agreement, and any permitted successor franchise agreement, expire or are terminated, but only if the franchisee continues to comply with its obligations in the franchise agreement and any permitted successor franchise agreement during their remaining terms. No other agreement limits our right to use or sublicense any Mark.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the principal Marks. We do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state where we currently intend to offer franchises.

You must follow our rules and other Brand Standards when using the Marks, including giving proper notices of trademark and service-mark registration and obtaining required fictitious or assumed-name registrations. You may not use any Mark as part of your corporate or legal business name; with modifying words, terms, designs, or symbols (other than logos we license to you); in selling any unauthorized products or services; in connection with any Digital Marketing; or in any user-name, screen name, or profile in connection with any Social media sites, without our consent or, if applicable, without complying with our Brand Standards.

If we believe at any time that it is advisable for us and/or you to modify, discontinue using, and/or replace any Mark, and/or to use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse your expenses to comply with those directions (such as your costs to change signs or replace supplies for the Restaurant), any loss of revenue due to any modified or discontinued Mark, or your expenses to promote a modified or substitute Mark.

You must notify us immediately of any actual or apparent infringement or challenge to your use of any Mark, any person's claim of any rights in any Mark (or any identical or confusingly similar trademark), or unfair competition relating to any Mark. You may not communicate with any person other than us and DT ParentCo, our respective attorneys, and your attorneys regarding any infringement, challenge, or claim. We and DT ParentCo may take the action we or it deems appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding or enforcement action arising from any infringement, challenge, or claim or otherwise concerning any Mark. You must sign any documents and take any other reasonable actions that we and our, and DT ParentCo's, attorneys deem necessary or advisable to protect and maintain our and its interests in any litigation or USPTO or other proceeding or enforcement action or otherwise to protect and maintain our and DT ParentCo's interests in the Marks.

We will reimburse your damages and expenses incurred in any trademark infringement proceeding disputing your authorized use of any Mark, provided your use has been consistent with the Franchise Agreement, the Operations Manual, and Brand Standards communicated to you and you have timely notified us of, and complied with our directions in responding to, the proceeding. At our option, we and/or our affiliates may defend and control the defense of any proceeding arising from or relating to your use of any Mark.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or patent applications are material to the franchise. We and our affiliates claim copyrights in the Operations Manual (containing our trade secrets and Confidential Information), Restaurant blueprints and other design features, signage, Marketing Materials, our software, our System Website, and similar items used in operating DOS TOROS Restaurants. We and our affiliates have not registered these copyrights with the United States Copyright Office but currently need not do so to protect them. You may use copyrighted items only as we specify while operating your Restaurant (and must stop using them at our direction). You have no other rights under the Franchise Agreement to a copyrighted item if we require you to modify or discontinue using the subject matter covered by the copyright. Our right to use many of the copyrighted materials described above and much of the Confidential Information described below arises from the same License Agreement described in Item 13.

There currently are no effective adverse material determinations of the USPTO, the United States Copyright Office, or any court regarding the copyrighted materials. Except for our agreement with DT ParentCo, no agreement limits our right to use or allow others to use copyrighted materials.

We do not actually know of any infringing uses of our or DT ParentCo's copyrights that could materially affect your using them in any state. We and DT ParentCo need not protect or defend copyrights, although we intend to do so if in the system's best interests. We and DT ParentCo have the right to control any action we choose to bring, even if you voluntarily bring the matter to our attention. You must follow any instructions we give you. We and DT ParentCo need not participate in your defense of and/or indemnify you for damages or expenses incurred in a copyright proceeding.

Our Operations Manual and other materials contain our and our affiliates' Confidential Information (some of which are trade secrets under applicable law). Confidential Information includes ingredients, recipes, and food-preparation techniques; layouts, designs, and other Plans for DOS TOROS Restaurants; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, and knowledge and experience used in developing and operating DOS TOROS Restaurants; marketing research and promotional, marketing, and advertising programs for DOS TOROS Restaurants; the standards, processes, information, and technologies involved in creating, developing, operating, maintaining, and enhancing digital and other platforms, apps; strategic plans, including expansion strategies and targeted demographics; knowledge of specifications for and suppliers of, and methods of ordering, certain Operating Assets, products, services, materials, and supplies that DOS TOROS Restaurants use and sell; knowledge of operating results and financial performance of DOS TOROS Restaurants other than your Restaurant; customer solicitation, communication, and retention programs, along with data used or generated in connection with those programs; and information generated by, or used or developed in, operating your Restaurant, including Consumer Data, and any other information contained in the Technology System or that visitors (including you) provide to the System Website.

You must comply with all laws governing the use, protection, and disclosure of Consumer Data. If there is a data security incident at the Restaurant, you must notify us immediately, specify the extent to which Consumer Data was compromised or disclosed, and comply and cooperate with our instructions for addressing the data security incident in order to protect Consumer Data and the DOS TOROS Restaurant brand (including giving us or our designee access to your Technology System, whether remotely or at the Restaurant).

You may not use Confidential Information in an unauthorized manner. You must take reasonable steps to prevent its improper disclosure to others and use non-disclosure agreements with those having access to Confidential Information. We have the right to pre-approve your non-disclosure agreements solely to ensure that you adequately protect Confidential Information and the competitiveness of DOS TOROS Restaurants. Under no circumstances will we control the forms or terms of employment agreements you use with Restaurant employees or otherwise be responsible for your labor relations or employment practices.

You must promptly disclose to us all ideas, concepts, techniques, or materials relating to a DOS TOROS Restaurant ("Innovations"), whether or not protectable intellectual property and whether created by or for you or your owners, employees, or contractors. Innovations belong to and are works made-for-hire for us. If any Innovation does not qualify as a "work made-for-hire" for us, you assign ownership of and all related rights to that Innovation to us and must sign (and cause your owners, employees, and contractors to sign) whatever assignment or other documents we periodically request to evidence our ownership and to help us obtain intellectual property rights in the Innovation. You may not use any Innovation in operating the Restaurant without our prior written approval.

The Software License Agreements you sign with FTRG license to you the right to use the proprietary kitchen management system called DASH and mobile app/website software while operating your Restaurant. You have the right to use DASH and the mobile app/website software only in the manner FTRG permits. You may not disclose or grant access to DASH, the mobile app/website software, or any data generated by their use to any unapproved third party, reverse engineer that software or attempt to obtain its source code, or copy or reproduce the software other than for usual and customary business purposes. You must keep the software and any data generated by its use confidential during and after the franchise term and take the security precautions that FTRG periodically prescribes or otherwise deems acceptable to protect and maintain the software. FTRG will own all modifications and enhancements of DASH and the mobile app/website software.

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

Brand Standards may require adequate staffing levels to operate the Restaurant in compliance with Brand Standards and may address appearance of Restaurant personnel and courteous service to customers. However, you have sole responsibility and authority for your labor relations and employment practices.

You must designate a designated officer (the "Designated Officer") who is authorized to act on your behalf in all matters relating to the Franchise Agreement. We must pre-approve the proposed Designated Officer or any replacement Designated Officer. The Designated Officer will communicate with us directly regarding Restaurant-related matters and must have sufficient authority to make business decisions for you and the Restaurant. The Designated Officer's decisions will be final and will bind you. Any replacement Designated Officer must be appointed within 30 days after the former Designated Officer's last day.

You must designate an individual, who need not have an ownership interest in you, to be the Restaurant's general manager (the "General Manager"). The General Manager always must meet the following qualifications and any other standards we set forth in the Operations Manual or otherwise communicate to you. The General Manager is responsible for the Restaurant's overall supervision, management, and operation on a day-to-day basis. The General Manager must successfully complete Initial Training before you open the Restaurant to the public. If the General Manager fails to complete Initial Training to our satisfaction, you must appoint another individual to serve as the General Manager, and that individual must complete Initial Training to our satisfaction. If you want or need to change the General Manager, you must appoint the replacement General Manager within 30 days after the former General Manager no longer occupies that position. The replacement General Manager must attend and satisfactorily complete our Initial Training within the timeframe we specify. A General Manager that has satisfied the Initial Training must be present on-site at all times during operating hours of the Restaurant.

When you sign the Franchise Agreement, you and we will mutually agree on certain of your owners who will execute the Guaranty and Assumption of Obligations in the form attached as Exhibit B-1 to the Franchise Agreement to personally assume and guaranty your obligations under the Franchise Agreement. We may require one or more additional or replacement guarantors to personally guarantee your obligations under the Franchise Agreement by signing our then-current form of personal guaranty if you are in default of your obligations under your Franchise Agreement or any other agreement with us or our affiliates, beyond any applicable cure period, or if we determine that your financial condition or creditworthiness has materially deteriorated.

Each of your owners who has not signed the Guaranty and Assumption of Obligations, as well as the Designated Officer, General Manager, and any other management-level executives that we designate that have access to our Confidential Information, must execute the Undertaking of Obligations in the form attached as Exhibit B-2 to Franchise Agreement agreeing to be personally bound by the non-monetary obligations under the Franchise Agreement, such as the confidentiality and non-compete covenants, and restrictions on use of the Marks.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Restaurant must offer for sale all products and services we periodically specify. The Restaurant may not offer, sell, or otherwise distribute at the Restaurant premises or another location any products or services that we have not authorized. There are no limits on our right to modify the products and services that your Restaurant must or may offer and sell. We have the right to change such products and services from time to time and from market to market based on numerous considerations. We also have the right to issue and impose (to the extent the federal and state antitrust laws allow) price advertising policies and maximum, minimum, or other pricing requirements for products and services the Restaurant sells, including requirements for national, regional, and local promotions, special offers, and discounts in which some or all DOS TOROS Restaurants must participate. We may authorize one or more DOS TOROS Restaurants to offer additional, different, or modified menu, products, or services, and we are under no obligation to authorize every DOS TOROS Restaurant to offer the same products or services.

Your right to operate the Restaurant is limited to products you prepare and sell, and services you provide, at the Restaurant's physical location. You do not have the right to distribute products and services over the Internet or to engage in other supply or distribution channels away from the Restaurant's physical location (for example, mobile apps, catalog sales, mail-order sales, infomercials, or telemarketing). You may communicate with the Restaurant's customers only through branded mobile apps, branded email domains, online brand-reputation-management sites, or other channels we expressly designate.

You may not offer or sell beer, wine, spirits, cocktails, or any other alcoholic beverages at the Restaurant unless we approve your right to do so and we and you execute the Alcoholic Beverage Rider attached to the Franchise Agreement as Exhibit C.

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	3.B of Franchise Agreement	Starts on date Franchise Agreement is signed and expires 10 years from the first day of the Restaurant's lease term.
	G.1 of Software License Agreements	Terms of Software License Agreements continue until the Franchise Agreement expires or is terminated.
b. Renewal or extension of the term	17 of Franchise Agreement	You may, with our approval, obtain one successor franchise for a term we determine only if you meet the conditions described in (c).
c. Requirements for franchisee to renew or extend	17 of Franchise Agreement	You must: (i) timely request and complete a business review 6–9 months before expiration and give formal notice at least 3 months prior; (ii) have substantially complied with the Franchise Agreement and all related agreements; (iii) secure an acceptable renewal of your occupancy at the current or an approved site for the full successor term; (iv) remodel and upgrade the Restaurant to then-current new DOS TOROS standards (regardless of cost), with no obligation for us to grant a successor if you relocate or lose site rights; (v) we are then offering franchises to third parties; (vi) execute our then-current franchise agreement and related documents, which may materially differ from the agreements attached hereto; (vii) pay a $5,000 successor-franchise fee; and (viii) sign a general release of all claims against us and related parties. Terms of new franchise agreement that you

Provision	Section in franchise or other agreement	Summary
		sign for successor franchise may differ materially from any and all terms contained in your original expiring Franchise Agreement (including higher fees).
d. Termination by franchisee	18.A of Franchise Agreement	You may terminate the Franchise Agreement if we materially breach and fail to cure within 30 days after written notice; if the breach cannot reasonably be cured within 30 days, the cure period extends for a reasonable time so long as we timely demonstrate efforts to cure. You may not terminate the Franchise Agreement without cause
e. Termination by franchisor without cause	18.B of Franchise Agreement	We do not have the right to terminate your Franchise Agreement without cause.
	G.2 of Software License Agreements	FTRG may terminate for convenience upon 90 days' prior written notice.
f. Termination by franchisor with cause	18.B of Franchise Agreement	We have the right to terminate your Franchise Agreement only if you or your owners commit one of several violations.
	G.3 and G.4 of Software License Agreements	FTRG may suspend access for breach or other risks; the software agreement terminates automatically upon termination of the Franchise Agreement.
g. "Cause" defined — curable defaults	18.B of Franchise Agreement	Failure to satisfy a judgment within 10 days; failure to cure violation of law or Host Venue requirements within the prescribed cure period (but 48 hours for health or safety violations); 5 days to cure reporting, payment, and insurance defaults; applicable cure period to third-parties and suppliers; 60 days to vacate attachment, seizure, or levy of Restaurant or appointment of receiver, trustee, or liquidator; 5 days to cure violations of the Alcoholic Beverage Rider; and 30 days to cure all other violations.
	G.3 of Software License Agreements	Your breach of the software agreement or Franchise Agreement with failure to cure within applicable cure period.
h. "Cause" defined — non-curable defaults	18.B of Franchise Agreement	Non-curable defaults by you or your owners include: material misrepresentation or omission; fail to develop and open the Restaurant by the

Provision	Section in franchise or other agreement	Summary
		opening deadline; abandonment or closure of the Restaurant for 3 days without our approval; unapproved transfer; felony conviction or guilty plea; dishonest, unethical, or immoral conduct adversely impacting our Marks; foreclosure on the Restaurant's assets; misuse of confidential information; violation of non-compete; repeated underreporting of Gross Sales; disabling Technology System or prevent payments to us; failure to pay taxes due; repeated defaults; assignment for benefit of creditors or admission of inability to pay debts when due; violation of anti-terrorism laws; losing right to Restaurant premises; data security incident or customer data violation; termination of another franchise agreement with us or our affiliates; unauthorized closure of another restaurant franchised from us or our affiliates; Host Venue requires that you change the configuration, location, or operations of the Restaurant that we do not approve.
	G.3 of Software License Agreements	Includes threats to system security, unauthorized/illegal use, insolvency, business closure, legal restrictions, or third-party service issues; suspension may occur immediately.
i. Franchisee's obligations on termination/nonrenewal	18.C and 19 of Franchise Agreement	Obligations include paying outstanding amounts (plus, if applicable, liquidated damages); complete de-identification; returning confidential information (including all copies of the proprietary software and related data); destroying at your own cost all branded materials and proprietary items; assigning telephone numbers and directory listings; cease using Digital Marketing and Social Media associating you with us or the Marks (also see (o) and (r) below); and comply with covenant not to compete. We have the right to control de-identification process if you do not voluntarily take required action.
	G.5 of Software License Agreements	You must immediately return software and related materials, cease use, and certify no copies retained.

Provision	Section in franchise or other agreement	Summary
j. Assignment of contract by franchisor	16.A of Franchise Agreement	No restriction on our right to assign; we have the right to assign without your approval.
k. "Transfer" by franchisee — defined	16.B of Franchise Agreement	Includes transfer of (i) Franchise Agreement; (ii) Restaurant's physical structure; (iii) Restaurant's profits, losses, or capital appreciation; (iv) all or substantially all Operating Assets; (v) ownership interest in you or controlling ownership interest in entity with ownership interest in you, and (vi) transfer of management. Also includes pledge of Franchise Agreement or ownership interest.
	F of Software License Agreements	Not independently defined; tied to transfer of the Franchise Agreement.
l. Franchisor approval of transfer by franchisee	16.C of Franchise Agreement	We must approve all transfers; no transfer without our prior written consent.
	F of Software License Agreements	License of FTRG's proprietary software may not be transferred except with an approved transfer of the Franchise Agreement.
m. Conditions for franchisor approval of transfer	16.C of Franchise Agreement	For any transfer of non-controlling ownership interest in you: the transferee (and each owner) qualifies and meets our then-applicable standards for non-controlling owners, signs our then-current sign our then-current form of Guaranty and Assumption of Obligations or, if applicable, Undertaking of Certain Non-Monetary Obligations and pays transfer fee. For any other transfer: transferee (and each owner) qualifies (including, if transferee is an existing franchisee, transferee is in substantial operational compliance under all other franchise agreements for DOS TOROS Restaurants) and is not restricted by another agreement from moving forward with the transfer; you have paid us and our affiliates all amounts due, have submitted all reports, and are not then in breach; neither transferee nor its owners and affiliates are in a Competitive Business in the Area of Protection; training completed; transfer fee paid; transferee has right to occupy Restaurant's site for expected franchise term; transferee (at our option)

Provision	Section in franchise or other agreement	Summary
		assumes your Franchise Agreement or signs our then-current form of franchise agreement and other documents for unexpired portion of your original franchise term (then-current form may have materially different terms, except that your original Royalty and the definition of Area of Protection will remain the same for unexpired portion of your original franchise term); transferee agrees to repair and upgrade; you (and transferring owners) sign general release (if applicable state law allows); we determine that sales terms and financing will not adversely affect Restaurant's operation post-transfer; you subordinate amounts due to you; and you stop using Marks and our other intellectual property (also see (r) below).
	F of Software License Agreements	License of FTRG's proprietary software may not be transferred except with an approved transfer of the Franchise Agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable.
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable.
p. Death or disability of franchisee	Not Applicable	Not Applicable.
q. Non-competition covenants during the term of the franchise	12 of Franchise Agreement	Neither you nor any persons who have signed a Guaranty and Assumption of Obligations, or Undertaking of Obligations ("Franchisee Related Parties") may own interest in or perform services for a Competitive Business or divert business to Competitive Business within the Area of Protection (and you and each Franchisee Related Party must use best efforts to cause your and their owners, agents, representatives, and affiliates to comply with the same). "Competitive Business" means any (a) business the sales of which are generated primarily from the sale of burritos, tacos, and/or burrito bowls (a burrito without the tortilla), or (b) business granting franchises or licenses to others to operate the type of business described in clause (a), other than a DOS TOROS Restaurant operated under a franchise agreement with us.

Provision	Section in franchise or other agreement	Summary
	Software License Agreements: D1	You may not directly or indirectly, develop, design, create, license, market, sell, or otherwise participate in the development or commercialization of any kitchen management software or similar software system that competes with, is substantially similar to, or is intended to perform functions comparable to the software licensed by FTRG (and you must use best efforts to cause your owners, agents, representatives, and affiliates to comply with the same).
r. Non-competition covenants after the franchise is terminated or expires	19.D of Franchise Agreement	For 2 years after termination or expiration (or transfer, for the transferee) neither you nor any Franchisee Related Parties may own interest in or perform services for a Competitive Business or divert business to Competitive Business within the Area of Protection (and you and each Franchisee Related Party must use best efforts to cause your owners, agents, representatives, and affiliates to comply with the same).
	Software License Agreements: D1	For 2 years after termination or expiration (or transfer, for the transferee) you may not directly or indirectly, develop, design, create, license, market, sell, or otherwise participate in the development or commercialization of any kitchen management software or similar software system that competes with, is substantially similar to, or is intended to perform functions comparable to the software licensed by FTRG (and you must use best efforts to cause your owners, agents, representatives, and affiliates to comply with the same).
s. Modification of the agreement	21.K of Franchise Agreement	No modifications generally, but we have the right to change Operations Manual and Brand Standards.
	K.4 of Software License Agreements	No modifications generally, but FTRG has the right to change Operations Manual and Brand Standards.

Provision	Section in franchise or other agreement	Summary
t. Integration/merger clause	21.M of Franchise Agreement	Only terms of Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Franchise Agreement or this franchise disclosure document may not be enforceable. Nothing in the Franchise Agreement or in any other related written agreement is intended to disclaim representations made in this FDD.
	K.4 of Software License Agreements	Only terms of software license agreement are binding.
u. Dispute resolution by arbitration or mediation	21.F of Franchise Agreement	We and you must arbitrate all disputes within 10 miles of where we (or then-current franchisor) have our principal business address when the arbitration demand is filed (currently, Rye Brook, New York).
	J.1 of Software License Agreements	FTRG and you must arbitrate all disputes within 10 miles of FTRG's (or it's successors) principal business address when the arbitration demand is filed (currently Rye Brook, New York).
v. Choice of forum	21.H of Franchise Agreement	Subject to arbitration requirements, litigation must be (with limited exceptions) in courts closest to where we (or then-current franchisor) have our principal business address when the action is commenced (currently Rye Brook, New York) (subject to applicable state law).
	J.1 of Software License Agreements	Subject to arbitration requirements, litigation must be (with limited exceptions) in courts closest to where we (or then-current franchisor) have our principal business address when the action is commenced (currently Rye Brook, New York) (subject to applicable state law).
w. Choice of law	21.G of Franchise Agreement	Delaware law, except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 *et seq.*), or other federal Law
	J.1 of Software License Agreements	Delaware law, except to the extent governed by the Federal Arbitration Act, or other federal Law

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Methodology

This financial performance representations below reflect the actual historical operating results of certain DOS TOROS Restaurants in limited categories—Gross Sales, Food Cost Margin (%), and Hourly Labor Margin (%), all defined below—for mature DOS TOROS Restaurants during the entire 2025 fiscal year beginning December 29, 2024, and ending December 27, 2025 (the "2025 FY"). A "mature" DOS TOROS Restaurant is defined as a Restaurant that was open and operational during the entire 2025 FY.

"Gross Sales" means the aggregate amount of all revenue and other consideration generated by the Restaurants from any source, including from selling products, services, and merchandise (including delivery charges paid for deliveries made by the Restaurant's employed staff), but excluding federal, state, or municipal sales, use, or service taxes; tips paid by customers; and the value of both employee discounts and promotional or marketing discounts. The actual Gross Sales numbers reported below do not reflect the costs of sales, operating expenses, or certain other costs or expenses that must be deducted from the Gross Sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your DOS TOROS Restaurant. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information.

"Food Cost" represents the expense of consumable food and non-alcoholic beverage products used in serving meals to customers (as well as the cost to deliver those products to the Restaurant). The Food Cost margin below shows Food Cost as a percentage of Gross Sales. Factors affecting Food Cost include the price of raw materials, the ability to manage and implement proper control of waste, temporary shortages, the mix of food and beverage items sold, seasonal and weather fluctuations, and freight charges. Food Cost, as a percentage of Gross Sales, can also be impacted by changes in menu pricing. The actual prices that a franchised DOS TOROS Restaurant will pay for its required inventory of consumable food and non-alcoholic beverage products will depend on its location and general economic conditions in its market area. However, the prices paid by the affiliate-owned DOS TOROS Restaurants whose results are included in this Item 19 are not discounted when compared with the prices expected to be paid by franchised DOS TOROS Restaurants.

"Hourly Labor" refers to the payroll expenses related to hourly staff at the Restaurant, including wages, taxes, benefits, and workers compensation insurance. Hourly Labor does not include any wages, benefits, taxes, bonuses, or overhead for salaried management-level employees or other expenses associated with multi-unit managers or other personnel who work for our affiliate at headquarters or in the field and provide services to multiple DOS TOROS Restaurants within the organization. The Hourly Labor margin below shows Hourly Labor as a percentage of Gross Sales. While we expect that franchised DOS TOROS Restaurants will be staffed in the same manner as the affiliate-owned DOS TOROS Restaurants, a franchised DOS TOROS Restaurant's actual Hourly Labor will depend on the labor and general economic conditions in the market in which the Restaurant operates and the employment terms and conditions that the franchisee independently decides for its labor force. Other factors affecting Hourly Labor include the manager's experience with managing staff and labor scheduling, commitment to training, and implementing retention programs, applicable federal, state, or local minimum wage laws, and tip credit requirements. Hourly Labor as a percentage of Gross Sales, can also be impacted by changes in menu pricing.

Annual Gross Sales (Non-Traditional Restaurants)

The table below provides the average, median and highest and lowest annual Gross Sales of the 3 franchised and 1 affiliate-owned mature DOS TOROS Restaurants that operated in a non-traditional Host Venue for 2025 FY. The data below excludes 1 franchised non-traditional DOS TOROS Restaurants that opened during 2025 FY, and therefore, did not constitute a mature Restaurant. This also excludes 18 affiliate-owned DOS TOROS Restaurants that operated at traditional sites outside of a Host Venue and experienced materially different Gross Sales than a non-traditional DOS TOROS Restaurant.

2025 FY – DOS TOROS Mature Non-Traditional Restaurants (4 Locations)						
	Average	**Median**	**High**	**Low**	**Units**	**# Above Average**
Gross Sales ($) Franchised	3,660,000	3,144,000	5,321,000	2,515,000	3	1 (33.3%)
Gross Sales ($) Affiliate Owned	4,994,000	4,994,000	4,994,000	4,994,000	1	n/a

Annual Food and Labor Margins (Affiliate-Owned Restaurants)

The table below provides the average, median and highest and lowest annual Food Cost margin and annual Hourly Labor margin of 17 affiliate-owned mature DOS TOROS Restaurants for 2025 FY. The data in the table below includes 1 mature affiliate-owned DOS TOROS Restaurants operated at non-traditional sites and 16 mature affiliate-owned DOS TOROS Restaurants operated at traditional sites. While the traditional and non-traditional sites will have materially different Gross Sales, Food Cost and Hourly Labor, we have no reason to believe that

Food Cost and Hourly Labor as a percentage of Gross Sales (margin) will be materially different for a DOS TOROS Restaurant operated at non-traditional site versus a traditional site.

The data below excludes: (i) 2 affiliate-owned traditional DOS TOROS Restaurants that opened during 2025 FY and therefore did not constitute mature Restaurants; and (ii) 3 affiliate-owned traditional DOS TOROS Restaurants that closed during 2025 FY (of which none were open less than 1 year before closing). We do not obtain consistently reported cost data from franchised DOS TOROS Restaurants, and therefore we have not provided any data for Food Cost margin or Hourly Labor margin for franchised DOS TOROS Restaurants. We have no reason to believe that franchised DOS TOROS Restaurants would have materially different Food Cost margins or Hourly Labor margins from affiliate-owned DOS TOROS Restaurants. None of the DOS TOROS Restaurants included in the table below operated a Tequila Bar.

2025 FY – DOS TOROS Mature Affiliate Owned Restaurants (17 Locations)						
	Average	**Median**	**High**	**Low**	**Units**	**# Above Average**
Food Cost Margin (%)	27.6%	27.7%	31.9%	24.9%	17	9 (53%)
Hourly Labor Margin (%)	14.5%	14.4%	19.0%	9.2%	17	8 (47%)

There are many costs and expenses incurred by the mature DOS TOROS Restaurants that are not included in the Food Cost and Hourly Labor categories addressed above. These other costs and expenses include, for example, rent/occupancy costs; real estate taxes; other labor costs for managers and salaried employees; fees paid to us under the Franchise Agreement and Software License Agreements; adverting and marketing costs; utility costs; operating supplies; repair and maintenance costs; insurance expense; ongoing audio-visual and other technology-related costs; legal and other professional fees; cleaning supplies or services; trash removal, landscaping, security/monitoring systems, pest control, and window cleaning costs; non-controllable expenses like merchant services, bank fees, and fees and expenses for obtaining required licenses and permits; and interest and other debt service costs, taxes, depreciation, and amortization.

Our management prepared this financial performance representation based on the unaudited information provided by our affiliate DT ParentCo. Written substantiation of all financial information presented in this financial performance representation will be made available to you upon reasonable request.

***

Some DOS TOROS Restaurants have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Victor Stevenson, Controller, 800 Westchester Avenue, Suite N-321, Rye Brook, New York 10573, (646) 374-0384, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

All figures in the tables below are as of December 31 of each year. The "Company-Owned" outlets are owned and operated by one or more of our affiliates. The tables below reflect only non-traditional DOS TOROS Restaurants. In addition to the outlets reported below, our affiliates operate 18 traditional DOS TOROS Restaurants and franchisees operate 3 traditional DOS TOROS Restaurants.

Table No. 1
Systemwide Outlet Summary For years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Column 5 Net Change
Franchised	2023	1	1	0
	2024	1	3	+2
	2025	3	4	+1
Company-Owned	2023	0	0	0
	2024	0	1	+1
	2025	1	1	0
Total Outlets	**2023**	**1**	**1**	**0**
	2024	**1**	**4**	**+3**
	2025	**4**	**5**	**+1**

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2023 to 2025

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

Table No. 3
Status of Franchised Outlets
For years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
New York	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Washington D.C.	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Total	**2023**	**1**	**0**	**0**	**0**	**0**	**0**	**1**
	2024	**1**	**2**	**0**	**0**	**0**	**0**	**3**
	2025	**3**	**1**	**0**	**0**	**0**	**0**	**4**

Table No. 4
Status of Company-Owned Outlets
For years 2023 to 2025

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

Table No. 5
Projected Openings as of December 27, 2025

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets In the Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
New York	0	2	0
Atlanta	0	1	0
Virginia	0	1	0
Pennsylvania	0	2	0
Totals	**0**	**6**	**0**

There were no franchisees that had DOS TOROS Restaurants terminated, canceled, or not renewed—or that otherwise voluntarily or involuntarily ceased doing business under our Franchise Agreement—during our last fiscal year or that have not communicated with us within 10 weeks of this disclosure document's issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, no current or former franchisees signed confidentiality clauses restricting them from discussing with you their experiences as a franchisee in our franchise system. There are no trademark-specific franchisee organizations associated with the DOS TOROS Restaurant franchise system.

ITEM 21
FINANCIAL STATEMENTS

Exhibit B contains (i) the unaudited balance sheet of Founders Table Franchising, LLC as of February 21, 2026 and related income statement for December 28, 2025 to February 21, 2026; and (ii) the consolidated audited balance sheets of Founders Table Franchising, LLC as of December 27, 2025 and December 28, 2024, and the related Statements of Operations, Changes in Members' Deficit, and Cash Flow for the fiscal years then-ended. Founders Table Franchising, LLC has not been in business three years or more and therefore cannot include all financial statements required. Founders Table Franchising, LLC absolutely and unconditionally guarantees to assume our duties and obligations to you under the Franchise Agreement disclosed to you in this disclosure document. A copy of the Guarantee of Performance also appears in Exhibit B. The fiscal year of Founders Table Franchising, LLC is the 52- or 53-week period ending on the Saturday closest to December 31.

ITEM 22
CONTRACTS

The following contracts/documents are exhibits:

1. Franchise Agreement (Exhibit A)
    - Exhibit A – Basic Terms; Franchisee and Its Owners
    - Exhibit B-1 – Guaranty and Assumption of Obligations
    - Exhibit B-2 – Undertaking of Obligations
    - Exhibit C – Alcoholic Beverage Rider
    - Exhibit D – State-Specific Rider
2. Sample General Release (Exhibit G)
3. Software License Agreements (Exhibit H)

ITEM 23
RECEIPTS

Our and your copies of the Franchise Disclosure Document Receipt are located at the last 2 pages of this disclosure document.

EXHIBIT A

FRANCHISE AGREEMENT (NON-TRADITIONAL LOCATIONS)

DT FRANCHISING LLC

<u>FRANCHISE AGREEMENT</u>
<u>(NON-TRADITIONAL LOCATIONS)</u>

____
FRANCHISEE NAME

____
____
____
RESTAURANT ADDRESS

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EXHIBITS

DT FRANCHISING LLC
FRANCHISE AGREEMENT
(NON-TRADITIONAL LOCATIONS)

This Franchise Agreement (this "**Agreement**") is made by and between **DT FRANCHISING LLC**, a Delaware limited liability company whose principal business address is 800 Westchester Avenue, Suite N-321, Rye Brook, New York 10573 ("**we**," "**us**," or "**our**"), and ___________________________________, a(n) _______________________________ ("**you**" or "**your**"), and is effective as of the date we sign it, which is set forth next to our signature at the end of this Agreement (the "**Effective Date**").

1. Preambles

(a) We and certain of our affiliates have created, designed, and developed a fast-casual restaurant concept offering and selling authentic Mexican food and other food products and beverages. We and such affiliates currently use, promote, and license certain trademarks, service marks, and other commercial symbols for this fast-casual restaurant concept, including "DOS TOROS TAQUERIA®," and from time to time may create, use, and license new trademarks, service marks, and commercial symbols (collectively, the "**Marks**"). One of our affiliates currently owns the Marks, the Confidential Information (defined in Section 9 below), and all aspects of our branded system and licenses that intellectual property to us for use in our franchise program for DOS TOROS TAQUERIA restaurants ("**DOS TOROS Restaurants**").

(b) We offer and grant franchises to operate a DOS TOROS Restaurant using the DOS TOROS TAQUERIA business system, business formats, methods, procedures, designs, layouts, trade dress, standards, specifications, and Marks, all of which we and our affiliates periodically may improve, further develop, and otherwise modify (collectively, the "**Franchise System**").

(c) DOS TOROS Restaurants may be operated either as stand-alone restaurants or within larger facilities such as airports, hospitals, stadiums, arenas, college campuses, entertainment venues, or other captive host facilities (each, a "**Host Venue**"). You have applied for a franchise to operate a DOS TOROS Restaurant within a Host Venue, and we are willing to grant you the franchise on the terms and conditions contained in this Agreement.

2. Acknowledgments

You acknowledge that:

(a) Attracting customers for your DOS TOROS Restaurant will require you to make consistent marketing efforts in your community, including through permitted media and online advertising and social-media marketing and networking.

(b) Retaining customers for your DOS TOROS Restaurant will require you to provide high-quality products and services and adhere strictly to the Franchise System and Brand Standards (defined in Section 6.G below and categorized in Section 7.D below).

(c) You are committed to maintaining Brand Standards.

(d) Our officers, directors, employees, consultants, lawyers, and agents act only in a representative, and not in an individual, capacity when dealing with you, and their business dealings with you as a result of this Agreement therefore are considered to be only between you and us.

(e) All application and qualification materials you gave us about you and your owners to acquire this franchise were accurate and complete.

(f) We make no commitment about the extent to which we and our affiliates will continue developing and expanding the DOS TOROS Restaurant network.

3. Grant of Franchise

A. Grant of Franchise

Subject to this Agreement's terms, we grant you the right, and you commit, to operate a DOS TOROS Restaurant at the address identified on Exhibit A (the "**Restaurant**") using the Franchise System and the Marks. Except as expressly provided in this Agreement, your right to operate the Restaurant is limited to products you prepare and sell, and services you provide, at the Restaurant's physical location. You do not have the right to distribute products and services over the internet or to engage in other supply or distribution channels away from the Restaurant's physical location without our prior approval (for example, through Apps, catalog sales, mail-order sales, infomercials, or telemarketing).

B. Term

The franchise term (the "**Term**") begins on the Effective Date and expires ten (10) years from the first day of the Restaurant's Lease term ("Lease" is defined in Section 4.B below). The Term is subject to earlier termination under Section 18. You agree to operate the Restaurant in compliance with this Agreement for the entire Term unless this Agreement is properly terminated under Section 18.

C. Territorial Rights

During the Term, but subject to your continued compliance with this Agreement, we and our affiliates will not, except as provided in this Section 3.C and in Section 3.D below, own or operate, or allow another franchisee or licensee to own or operate, another DOS TOROS Restaurant that has its physical location within the geographical area described on Exhibit A (the "**Area of Protection**").

D. Reservation of Rights

Except for your location exclusivity described in Section 3.C above, we and our affiliates retain all rights with respect to DOS TOROS Restaurants, the Marks, the offer and sale of products and services that are similar to, competitive with, or dissimilar from the products and services your Restaurant offers and sells, and any other activities we and they deem appropriate, whenever and wherever we and they desire, without regard to the competitive impact on your Restaurant. We and you agree that our rights will be as broad as possible inside and outside the Area of Protection. Specifically, but without limitation, we and our affiliates reserve the following rights:

(i) to own and operate, and to allow other franchisees and licensees to own and operate, DOS TOROS Restaurants at any physical locations (and in any geographic markets) outside the Area of Protection (including at the boundary of the Area of Protection) and on any terms and conditions we and they deem appropriate;

(ii) to offer and sell and to allow others (including franchisees, licensees, and other distributors) to offer and sell, inside and outside the Area of Protection and on any terms and conditions we and they deem appropriate, products and services that are identical or similar to and/or competitive with those offered and sold by DOS TOROS Restaurants, whether such products and services are identified by the Marks or other trademarks or service marks, through alternate distribution channels (including the internet), and shipping and delivery methods and to any customer, no matter where located;

(iii) to establish and operate, and to allow others (including franchisees and licensees) to establish and operate, anywhere (including inside or outside the Area of Protection) any business (whether operated at a set physical location or through trucks, vans, and other mobile methods) offering identical, similar, and/or competitive products and services under trademarks and service marks other than the Marks;

(iv) to acquire the assets or ownership interests of one or more businesses offering and selling products and services similar to those offered and sold at DOS TOROS Restaurants (even if such a business operates, franchises, or licenses Competitive Businesses (defined in Section 12 below)), and operate, franchise, license, or create similar arrangements for those businesses once acquired, wherever those businesses (or the franchisees or licensees of those businesses) are located or operating, including within the Area of Protection;

(v) to be acquired (whether through acquisition of assets, ownership interests, or otherwise, regardless of the transaction form) by a business offering and selling products and services similar to those offered and sold at DOS TOROS Restaurants, or by another business, even if such business operates, franchises, or licenses Competitive Businesses inside or outside the Area of Protection; and

(vi) to engage in all other activities this Agreement does not expressly prohibit.

E. Guaranty

You and we have mutually agreed on certain of your owners who will sign the Guaranty and Assumption of Obligations in the form attached as Exhibit B-1 (the "**Guaranty**"), concurrently with your execution of this Agreement, pursuant to which such guarantors agree to personally guarantee your obligations under this Agreement. We may require one or more additional or replacement guarantors to personally guarantee your obligations under this Agreement by signing our then-current form of Guaranty if you are in default of your obligations under this Agreement or any other agreement with us or our affiliates, beyond any applicable cure period, or if we otherwise determine that your financial condition or creditworthiness has materially deteriorated.

Each of your owners who has not signed a Guaranty, as well as the Designated Officer (as defined in Section 3.G) and any other management-level executives that we designate that have access to our Confidential Information, must execute the Undertaking of Obligations in the form attached as Exhibit B-2, agreeing to be personally bound by the specific non-monetary provisions of this Agreement (an "**Undertaking of Obligations**").

For the purposes of this Agreement, "**Franchisee Related Party**" means each person or Entity that has signed a Guaranty or an Undertaking of Obligations.

F. Your Form and Structure

As a corporation, limited liability company, or general, limited, or limited liability partnership (each, an "**Entity**"), you agree and represent that:

(1) You have the authority to execute, deliver, and perform your obligations under this Agreement and all related agreements and are duly organized or formed and validly exist in good standing under the laws of the state of your incorporation or formation;

(2) Exhibit A to this Agreement completely and accurately describes all of your owners and their interests (direct or indirect) in you as of the Effective Date;

(3) Your (and your owners') execution and delivery of this Agreement and any related agreement with us (or our affiliates), and performance of your (and their) obligations under this Agreement and such other related agreements, (a) have not violated and will not violate any other agreement or commitment to which you (or they) are a party or by which you (or they) are otherwise bound, and (b) have not violated and will not violate the rights of, or duties owed to, any third party; and

(4) You may not use any Mark (in whole or in part) in, or as part of, your legal business name or email address (unless we have provided you that email address) or use any name that is the same as or similar to, or an acronym or abbreviation of, the DOS TOROS TAQUERIA name (although you may register the "assumed name" or "doing business as" name "DOS TOROS TAQUERIA" in the jurisdictions where you are formed and qualify to do business).

You may not be a trust or other special-purpose vehicle without our prior written consent and first satisfying any conditions we specify.

G. Designated Officer

You agree and represent that Exhibit A lists your designated officer (the "Designated Officer") who is authorized to act on your behalf in all matters relating to this Agreement. Any decision made by the Designated Officer will be final and binding on you, and we may rely on such decisions without consulting anyone else. We will not be responsible for any actions taken by you or others based on those decisions. You also represent and warrant that the Designated Officer has full authority to enter into this Agreement and any related documents, and to make binding decisions on your behalf. If you wish or need to replace the Designated Officer, you must obtain our prior written approval of the replacement Designated Officer. Any replacement Designated Officer must be appointed no later than 30 days after the former Designated Officer's last day.

H. General Manager

You must designate an individual, who need not have an ownership interest in you, to be the Restaurant's general manager (the "**General Manager**"). The General Manager always must meet the following qualifications and any other standards we set forth from time to time in the Operations Manual or otherwise communicate to you:

(1) The General Manager is responsible for the Restaurant's operation on a day-to-day basis.

(2) The General Manager must successfully complete Initial Training before you open the Restaurant to the public. If the General Manager fails to complete Initial Training to our satisfaction, you must appoint another individual to serve as the General Manager, and that individual must complete Initial Training to our satisfaction.

(3) If you want or need to change the individual designated as the General Manager, you must appoint a new individual (the "**Replacement General Manager**") for that role—in order to protect our brand—within thirty (30) days after the former General Manager no longer occupies that position. The Replacement General Manager must attend and satisfactorily complete our Initial Training within the timeframe we specify. You must pay our then-current Replacement General Manager training fee for each Replacement General Manager attending Initial Training during the Term and also are responsible for the Replacement General Manager's compensation and TRE during training. As used in this Agreement, "**TRE**" means travel-related expenses of our or your personnel, as applicable. In the case of our personnel, TRE includes coach or economy airfare, local transportation (including airport transfers), accommodations in a facility subject to our approval, meals, and a daily allowance (paid weekly) upon which we and you agree for reasonable miscellaneous expenses.

4. Restaurant Site, Lease, and Developing the Restaurant

A. Restaurant Site

(1) You must operate the Restaurant at the site described in Exhibit A. You acknowledge and agree that your acceptance of the license rights was based on your own independent investigation of that location's suitability. Our recommendation or acceptance of the Restaurant site indicates only that the site is consistent with sites that we regard as favorable for DOS TOROS Restaurants, and we are not responsible if the Restaurant site fails to meet your expectations.

(2) If any Host Venue requires that you relocate the Restaurant to a different site within the Host Venue, you may not do so without our prior written approval. We are not required to approve any proposed relocation to a site which does not satisfy our standards for DOS TOROS Restaurants, including for size, configuration, access, and visibility. We may condition relocation approval on (a) the new site and its lease being acceptable to us, (b) you paying us a Five-Thousand Dollar ($5,000) relocation fee, (c) you reimbursing any costs we incur during the relocation process, (d) you confirming that this Agreement remains in effect and governs the Restaurant's operation at the new site with no change in the Term or, at our option, your signing our then-current form of franchise agreement to govern the Restaurant's operation at the new site for a new franchise term, (e) you and your owners signing a general release, in a form satisfactory to us, of any and all claims against us and our owners, affiliates, officers, directors, employees, and agents, (f) you continuing to operate the Restaurant at its original site until we authorize its closure, and (g) you taking within the timeframe we specify, and at your own expense, all action we require to de-brand and de-identify the Restaurant's former premises so it no longer is associated in any manner (in our opinion) with the Franchise System and the Marks.

B. Lease Acceptance

You must send us for our review and written acceptance, which we will not unreasonably withhold, both (a) the proposed terms (as they appear in, for example, a landlord letter of intent) of any lease or sublease (and any renewals, amendments, or extensions of the lease or sublease) (collectively, the "**Lease**") that will govern your occupancy and lawful possession of the Restaurant's site and (b) the actual Lease, in each case after receipt from the landlord. As a condition to our approval of the Lease, we may require the Lease to include certain provisions that we periodically require to protect and maintain the Marks and the Franchise System. You may not sign any Lease we have not accepted in writing. You further acknowledge that you have been advised to obtain the advice of your own professional advisors before you sign a Lease for the Restaurant.

C. Development of Restaurant

(1) You must immediately following the Effective Date begin to pursue diligently, and secure all financing required to construct, develop, and open the Restaurant. By the earlier of the first anniversary of the Effective Date or the opening deadline set forth by the Host Venue (the "**Opening Deadline**"), you must: (a) obtain all permits and licenses required to construct

and operate the Restaurant; (b) obtain financing and construct the Restaurant and all required improvements to the site and decorate the Restaurant in compliance with our approved plans and specifications; (c) purchase or lease and install all required Operating Assets (defined below); (d) purchase an opening inventory of required, authorized, and approved products, materials, and supplies; (e) complete all required training; and (f) open your Restaurant for business in accordance with all requirements of this Agreement, the Brand Standards, and the requirements of the Host Venue. If any provision of this Agreement or the Brand Standards conflicts with the terms of the Lease or the Host Venue's policies, you must promptly notify us of the conflict and obtain our prior written approval before making any changes or deviating from the Brand Standards.

(2) You must develop the Restaurant at your expense. We will provide you our construction guidelines and mandatory specifications and layouts for a DOS TOROS Restaurant (collectively, "**Plans**"), including requirements for dimensions, design, interior layout, improvements, color scheme, décor, finishes, signage, and Operating Assets. Our Plans might not reflect any requirements of any federal, state, or local laws, codes, ordinances, or regulations (collectively, "**Laws**"), including those arising under the Americans with Disabilities Act, or any Host Venue or Lease requirements or restrictions. You are solely responsible for complying with all Laws and must inform us of any changes to the Restaurant's specifications that you believe are necessary to ensure such compliance. You (and not we) are responsible for the performance of architects, contractors, and subcontractors you hire to develop and maintain the Restaurant and for ensuring that sufficient insurance coverage is in place during and after the construction process. We are not responsible for delays in or losses resulting from the Restaurant's construction, equipping, or decoration, as we have no control over the landlord or architects, contractors, and subcontractors.

(3) You must adapt the Plans for the Restaurant (the "**Adapted Plans**") and make sure they comply with all Laws and Host Venue and Lease requirements and restrictions. We must pre-approve in writing: (a) the Adapted Plans before the Restaurant's build-out begins and at various intervals that we designate, and (b) any material modification to the Adapted Plans during the Restaurant's construction. We may also require you to submit updated Adapted Plans and other construction reports at the intervals we request, including approximately 30%, 60%, and 90% completion of design and development of the Restaurant. Our review of the Adapted Plans is limited to reviewing compliance with our Plans. Our review is not intended or designed to assess your compliance with Laws or Lease requirements and restrictions; compliance in those areas is your responsibility. You must develop the Restaurant in accordance with the Adapted Plans we have approved. We have the right to pre-approve your proposed architect and general contractor. However, you (and not we) are responsible for the performance of architects, contractors, and subcontractors you hire to develop and maintain the Restaurant and for ensuring that sufficient insurance coverage is in place during and after the construction process. We are not responsible for delays in or losses resulting from the Restaurant's construction, equipping, or decoration, as we have no control over the landlord or architects, contractors, and subcontractors. We own the Plans and all Adapted Plans. During the Restaurant's build-out, we may physically inspect the Restaurant or require you to send us pictures and images (including recordings) of the Restaurant's interior and exterior so we can review your development of the Restaurant in accordance with our Brand Standards.

(4) You agree at your expense to construct, install all trade dress and Operating Assets in, and otherwise develop the Restaurant according to our standards, specifications, and directions. The Restaurant must contain all Operating Assets, and only those Operating Assets, we specify or pre-approve. You agree to place or display at the Restaurant (interior and exterior), according to our guidelines, only the signs, emblems, lettering, logos, and display materials we approve from time to time.

You agree to purchase or lease from time to time only approved brands, types, and models of Operating Assets according to our standards and specifications and, at our direction, only from one or more suppliers we designate or approve (which may include or be limited to us and/or certain of our affiliates). "**Operating Assets**" means all required furniture, fixtures, signs, equipment (including components of and required software licenses for the Technology System (defined in Section 7.F), and certain other designated products and services that we periodically require for the Restaurant.

D. Opening

Despite the Opening Deadline, you may not open the Restaurant for business until:

(1) we or our designee inspects the Restaurant and approves it in writing as having been developed in accordance with our specifications and standards. You must give us at least thirty (30) days' prior written notice of the Restaurant's planned opening date and also notify us in writing when the Restaurant is ready for inspection or review. If we or our designee does not inspect or review the Restaurant within twenty-one (21) days after you deliver notice that the Restaurant is ready for inspection or review, or if we or our designee does not comment in writing within fourteen (14) days after the inspection or review, then the Restaurant is deemed approved to open. Inspection and approval, which we have the right to conduct through pictures and images (including recordings) we require you to send us, are limited to considering your compliance with our standards and specifications; our approval is not a representation that the Restaurant in fact complies with our standards and specifications or a waiver of our right to enforce any provision of this Agreement. Inspection and approval likewise are not intended or designed to assess compliance with Laws; compliance with Laws is your responsibility. We will not unreasonably withhold our approval of the Restaurant;

(2) your General Manager have completed to our satisfaction the Initial Training described in Section 6.A;

(3) the Restaurant has sufficient trained employees to manage and operate the Restaurant on a day-to-day basis in compliance with Brand Standards;

(4) the Restaurant's employees are food-safety certified;

(5) you have satisfied all state and federal permitting, licensing, and other legal requirements for the Restaurant's lawful operation and, upon our request, have sent us copies of all permits, licenses, and insurance policies required by this Agreement;

(6) all amounts due to us, our affiliates, and principal suppliers have been paid;

(7) you obtain the approval of the Host Venue; and

(8) you are not in default under any agreement with us, our affiliates, or principal suppliers.

5. <u>Fees</u>

A. Initial Franchise Fee

You must pay us a Thirty Thousand Dollar ($30,000) initial franchise fee (the "**Initial Franchise Fee**") when you sign this Agreement. The Initial Franchise Fee is not refundable under any circumstances. This Agreement will not be effective, and you will have no franchise rights, until we receive the Initial Franchise Fee.

B. Royalty

(1) You agree to pay us, on or before Friday of each calendar week (the "**Payment Day**"), a royalty ("**Royalty**") equal to five percent (5%) of the Restaurant's Gross Sales during the preceding calendar week. Each calendar week currently begins on Monday and ends on Sunday, although upon notice to you we may change the first and last days of each calendar week for Royalty (and other payment) calculation purposes. In this Agreement, "**Gross Sales**" means the aggregate amount of all revenue and other consideration generated by the Restaurant from any source, including, without limitation, from selling products, services, and merchandise (including delivery charges paid for deliveries made by the Restaurant's employed staff); other types of revenue you receive, including the proceeds from business interruption insurance; and the value of products, services, and merchandise bartered (if permitted by us) in exchange for the Restaurant's products, services, or merchandise. Each charge or sale upon credit will be treated as a sale for the full price on the day the charge or sale is made, regardless of when you receive payment (whether full or partial, or at all) on that sale. All transactions must be entered into the Technology System at the full retail price for purposes of calculating Gross Sales.

(2) Gross Sales exclude: (a) federal, state, or municipal sales, use, or service taxes collected from customers and paid to the appropriate taxing authority; (b) tips paid by customers to your employees; (c) the value of both employee discounts and (if we approve them) promotional or marketing discounts offered to the public not exceeding, in the aggregate, two percent (2%) of the Restaurant's weekly Gross Sales; (d) proceeds from insurance, excluding business interruption insurance; and (e) proceeds from any civil forfeiture, condemnation, or seizure by government entities. In addition, Gross Sales are reduced by the amount of any credits the Restaurant provides in accordance with the terms and conditions set forth in the Operations Manual.

(3) We reserve the right to modify our policies and practices regarding revenue recognition, revenue reporting, and including or excluding certain revenue from "Gross Sales" as circumstances, business practices, and technology change.

C. Payment Method and Timing

You agree to authorize us to debit your business checking or other account automatically for the Royalty and other amounts due under this Agreement and any related agreement between us (or our affiliates) and you. We will debit your account on or after the Payment Day for the Royalty and other amounts due. Funds must be available in the account by the Payment Day for withdrawal by electronic transfer. You must reimburse any "insufficient funds" charges and related expenses we incur due to your failure to maintain sufficient funds in your bank account. You may not close this account without first establishing, and notifying us of, a new account that we are authorized to debit as provided in this Section.

We have the right, at our sole option upon notice to you, to change from time to time the timing and terms for payment of Royalties and other amounts due to us under this Agreement. You may not subordinate to any other obligation your obligation to pay us Royalty or any other amount due under this Agreement.

D. Administrative Fee and Interest on Late Payments

In addition to our other remedies, including, without limitation, the right to terminate this Agreement under Section 18, if you fail to pay (or make available for withdrawal from your account) when due any amounts you owe us or our affiliates relating to this Agreement or the Restaurant, those amounts will bear interest, accruing as of their original due dates, at one-and-one-half percent (1.5%) per month or the highest commercial contract interest rate the Law allows, whichever is less. In addition, you must pay us a One-Hundred Dollar ($100) administrative fee for each payment not made to us or our affiliate when due (or for each dishonored payment) to cover the increased costs and expenses incurred due to your failure to pay the amounts when due.

E. Application of Payments and Right of Set-Off

Notwithstanding any designation you make, we may apply any of your payments (whether automatically debited or otherwise) to any of your past due indebtedness to us or our affiliates relating to this Agreement or the Restaurant. We may set off any amounts you or your owners owe us or our affiliates against any amounts that we or our affiliates owe you or your owners, whether in connection with this Agreement or otherwise.

F. Annual Increase in Fixed Fees and Amounts

We reserve the right to increase any fixed fee, fixed payment, or fixed amount (i.e., not stated as a percentage) under this Agreement based on changes in the Index (defined below) ("**Annual Increase**"). An Annual Increase to such fees, payments, and amounts may occur only once during any calendar year and may not exceed the corresponding cumulative increase in the Index since the Effective Date or, as the case may be, since the date on which the last Annual Increase became effective for the particular fixed fee, payment, or amount being increased. Any and all Annual Increases will be made during the same month during each calendar year. "Index" refers to the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, All Items (1982–1984=100), not seasonally adjusted, as published by the United States

Department of Labor, Bureau of Labor Statistics, or in a successor index. Notwithstanding this Section, if any fixed fee, payment, or amount due under this Agreement encompasses any third-party charges we collect from you on a pass-through basis (i.e., for ultimate payment to the third party), we also reserve the right to increase the fixed fee, fixed payment, or fixed amount beyond the Annual Increase to reflect increases in the third party's charges to us.

6. Training, Guidance, and Assistance

A. Initial Training

Before you commence operating the Restaurant, we will furnish through virtual and distance learning and other electronic means and, at our option, at a designated training location of our choice (which may be our corporate headquarters, an operating DOS TOROS Restaurant, and/or your Restaurant) an initial training program ("**Initial Training**") on operating a DOS TOROS Restaurant. We will provide the Initial Training to your General Manager and one additional trainee who you may designate and we approve, at no additional charge. We may charge our training fee (currently, $400 per trainer per day) for each additional person you desire to send to Initial Training. Initial Training, which will last for the timeframe we specify, focuses on our philosophy, understanding our products, Brand Standards, and the material aspects of operating a DOS TOROS Restaurant (excluding aspects relating to labor relations and employment practices). We may vary the contents or duration of the Initial Training based on the experience, role, responsibilities of your attendees and other factors we determine. Before we will allow you to open the Restaurant to the public, your General Manager must complete Initial Training to our satisfaction and be "certified," having passed applicable operations and proficiency tests. Our training program may include a "train the trainer" module so that your senior-level personnel can learn how to train your other employees to follow our Brand Standards. A General Manager that has satisfied the Initial Training must be present on-site at all times during operating hours of the Restaurant.

You are responsible for paying all wages, benefits, and TRE while your personnel attend training. You are responsible for evaluating any information you believe you need to ensure your employees are accurately paid during training. You also are responsible for maintaining workers' compensation insurance for your employees during training and must send us proof of that insurance before the training program begins. Everyone attending training must be food-safety certified.

B. Retraining

If your General Manager fails to complete Initial Training to our satisfaction, or we determine after an inspection that retraining is necessary because the Restaurant is not operating according to Brand Standards, we will offer a retraining session for which we may charge a training fee in an amount equal to $400 per trainer per day (subject to change up to 20% per year on a compounded basis), plus reimbursement of the TRE incurred by our trainers. You are responsible for all employee compensation and TRE during retraining. You may request additional or repeat training for your General Manager at the end of Initial Training if they do not feel sufficiently trained to operate a DOS TOROS Restaurant. We and you will jointly determine the duration of any additional training, which is subject to our personnel's availability.

You must pay our then-current training fee for additional or repeat training. However, if you do not expressly inform us that your General Manager does not feel sufficiently trained to operate a DOS TOROS Restaurant, they will be deemed to have been trained sufficiently to operate a DOS TOROS Restaurant.

C. Opening Set-Up and Support

We may (but have no obligation to) send an opening team (involving the number of people we determine) to the Restaurant in connection with its opening to the public for business in order to support the Restaurant during its opening phase and to help you train your supervisory employees on our philosophy and Brand Standards (but not matters relating to labor relations and employment practices). We will pay our opening team's wages and TRE. However, if in our opinion you and/or the Restaurant needs, or if you request (and we agree to provide), special guidance, assistance, or training (excluding training relating to labor relations and employment practices) that is in addition to any support we choose to provide, you must pay our personnel's daily charges (including wages) and TRE. We may delay the Restaurant's opening until all required training has been satisfactorily completed.

D. Ongoing and Supplemental Training/Convention

We may require your General Manager and the Restaurant's other staff to attend and complete satisfactorily various training courses and programs offered periodically during the Term by us or third parties at the times and locations we designate. However, we will not require attendance at such training courses and programs (including any annual meeting of DOS TOROS Restaurant franchisees, as described below) for more than five (5) days total during each calendar year. You are responsible for their compensation and TRE during their attendance. We may charge our then-current fee for training (currently, $400 per trainer per day; subject to change up to 20% per year on a compounded basis) and reimburse us for the TRE incurred by our trainers. Besides attending and/or participating in the training courses and programs described in the previous paragraph, at least one of your representatives who we approve must at our request (in our sole discretion) attend an annual meeting of all DOS TOROS Restaurant franchisees for up to four (4) days at a location we designate. You must pay all TRE to attend. You must pay any meeting fee (which will not exceed $500 per person) we charge even if your representative does not attend (whether or not we excuse that non-attendance).

E. Training For Replacement General Managers

If you no longer employ the General Manager or become aware that the General Manager intends to leave his or her position, you must immediately seek the Replacement General Manager, as provided in Section 3.H above. The Replacement General Manager must satisfactorily complete Initial Training. You must pay our then-current training fee for all Replacement General Managers hired during the Term and also are responsible for their compensation and TRE during training.

F. Training for Restaurant Employees

Your Designated Officer and General Manager must properly train all Restaurant employees to perform the tasks required of their positions. We may develop and make available training tools and recommendations for you to use in training the Restaurant's employees to comply with Brand Standards. We may update these training materials periodically to reflect changes in our training methods and procedures and changes in Brand Standards.

We may periodically and without prior notice review the Restaurant's performance to determine if the Restaurant meets Brand Standards. If we determine that the Restaurant is not operating according to Brand Standards and that your General Manager is not qualified to retrain one or more Restaurant employees, we may, in addition to our other rights under this Agreement, require the Restaurant's managers to re-attend, and complete to our satisfaction, Initial Training. We may charge our then-current training fee. You are responsible for all compensation and TRE of your personnel.

G. General Guidance and the Operations Manual

We will periodically advise you or make recommendations regarding the Restaurant's operation with respect to:

(1) standards, specifications, operating procedures, and methods that DOS TOROS Restaurants use;

(2) purchasing required or recommended Operating Assets and other products, services, supplies, and materials;

(3) supervisory-employee training methods and procedures (although you are solely responsible for the employment terms and conditions of all Restaurant employees); and

(4) accounting, advertising, and marketing.

We may guide you through our various operations and technical manuals, bulletins, and other materials (collectively, "**Operations Manual**"), by electronic media, by telephone consultation, and/or at our office or the Restaurant. If you request and we agree to provide, or we determine that you need, additional or special guidance, assistance, or training, you agree to pay our then-applicable charges, including reasonable training fees and our personnel's daily charges and TRE. Any specific ongoing training, conventions, advice, or assistance we provide does not obligate us to continue providing such training, conventions, advice, or assistance, all of which we may discontinue and modify at any time.

We will give you online or other access to our Operations Manual. Any passwords or digital identifications necessary to access the Operations Manual are considered part of Confidential Information. The Operations Manual may consist of and is defined to include audio, video, computer software, other electronic and digital media, and/or written and other tangible materials. The Operations Manual contains mandatory and suggested specifications, standards, operating procedures, and rules we periodically issue for developing and operating a DOS

TOROS Restaurant ("**Brand Standards**") and information on your other obligations under this Agreement. We may modify the Operations Manual periodically to reflect changes in Brand Standards, but those modifications will not alter your fundamental rights or status under this Agreement.

You agree to keep secure all parts of the Operations Manual and to restrict access to any passwords for accessing the Operations Manual. If there is a dispute over its contents, our master version of the Operations Manual controls. You agree that the Operations Manual's contents are part of the Confidential Information and that you may not disclose any part of the Operations Manual to any person other than Restaurant employees and others needing access in order to perform their duties, but only if they agree to maintain its confidentiality by signing a form of confidentiality agreement in a form that we have approved. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Operations Manual without our permission.

While we have the right to pre-approve the form of confidentiality agreement you use with Restaurant employees and others having access to our Confidential Information in order to protect that Confidential Information, under no circumstances will we control the forms or terms of employment agreements you use with Restaurant employees or otherwise be responsible for your labor relations.

In addition, Brand Standards do not include any personnel policies or procedures, or any Restaurant security-related policies or procedures, we choose to make available to you in the Operations Manual or otherwise for your optional use. You will determine to what extent, if any, these optional policies and procedures might apply to your Restaurant's operation. You and we agree that we do not dictate or control labor or employment matters for franchisees and DOS TOROS Restaurant employees. You are solely responsible for obtaining, installing, and maintaining the security and safety procedures, measures, devices, and systems reasonably necessary to protect employees, the public, guests, and customers of your Restaurant from foreseeable harm during and after business hours.

H. Delegation

We have the right from time to time to delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether they are our affiliates, agents, or independent contractors with which we contract to perform such obligations.

7. <u>Restaurant Operation and Brand Standards</u>

A. Requirements of Lease or Host Venue

Notwithstanding anything to the contrary, if any terms of this Agreement or the Brand Standards conflict with the terms of the Lease or the policies of the Host Venue, you must promptly notify us of such conflict and obtain our written approval before implementing any change or deviating from the Brand Standards.

B. Condition and Appearance of Restaurant

(1) You may not use, or allow another to use, any part of the Restaurant for any purpose other than operating a DOS TOROS Restaurant in compliance with this Agreement. You must place or display at the Restaurant (interior and exterior), according to our guidelines, only those signs, emblems, designs, artwork, lettering, logos, and display and advertising materials we periodically specify. You agree to maintain the condition and appearance of the Restaurant, the site, and the Operating Assets in accordance with Brand Standards. Without limiting that obligation, you must take the following actions during the Term at your own expense: (a) thorough cleaning, repainting, and redecorating of the Restaurant's interior and exterior at intervals and within the timeframe we periodically specify and at our direction; (b) interior and exterior repair of the Restaurant and the site as needed within the timeframe we specify; and (c) repair or replacement, at our direction, of damaged, worn-out, unsafe, non-functioning, or obsolete Operating Assets at intervals and within the timeframe we periodically specify (or, if we do not specify an interval for replacing an Operating Asset, as that Operating Asset must be replaced in order to prepare and sell the products required to be sold by DOS TOROS Restaurants).

(2) In addition to your obligations in clauses (1)(a) through (c) above, we periodically may modify Brand Standards, which may accommodate regional or local variations, and those modifications may obligate you to invest additional capital in the Restaurant and/or incur higher operating costs. You agree to implement any changes in mandatory Brand Standards within the time period we request as if they were part of this Agreement on the Effective Date. You agree to spend any sums required in order to comply with this obligation and our requirements (even if such capital investment in the Restaurant at that time in compliance with Brand Standards cannot be amortized over the remaining portion of the Term). Within thirty (30) days after receiving written notice from us, you must prepare plans according to our standards and specifications and, if we require, using architects and contractors we designate or approve, and you must submit those plans to us for written approval. You agree to complete all work according to the plans we approve within the time period we reasonably specify and in accordance with this Agreement.

(3) We also may from time to time require you to participate in certain test programs and consumer surveys for new products, services, and/or Operating Assets. This could obligate you to spend money for new Operating Assets and to incur other operating costs for the Restaurant. While we need not reimburse those costs, we will not require you to spend unreasonable amounts to participate in test programs and consumer surveys. You agree to maintain and timely send us any records and reports we require related to the test programs. We may discontinue any test programs before their scheduled completion dates and choose not to implement any changes to the Franchise System.

C. Compliance with Applicable Laws and Good Business Practices

You must secure and maintain all licenses, permits, and certificates required for the Restaurant's operation and operate the Restaurant in full compliance with all Laws, including any policies and regulations of the Host Venue and government regulations relating to occupational hazards, advertising, health, environment, employment, workers' compensation and unemployment insurance, and withholding and payment of federal and state income taxes, social-security taxes, and sales and service taxes. Your advertising and promotion must be completely factual. The Restaurant must in all dealings with its customers, suppliers, us, and the public adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct. You may not engage in any practice that could injure our business or the goodwill associated with the Marks, the Franchise System, and other DOS TOROS Restaurants, provided, however, that nothing in this Section 7.C or elsewhere in this Agreement restricts or is intended to restrict your communications with any state or federal law regulator or enforcement authority about potential violations of law. You must notify us in writing immediately and provide us a copy of any and all notices you receive from any person, entity, or governmental authority claiming that you (or your affiliates or representatives) have violated any Law in connection with the Restaurant, including (1) any legal charge is asserted against you or the Restaurant (even if there is no formal proceeding), (2) any action, suit, or proceeding is commenced against you or the Restaurant, (3) you receive any report, citation, or notice regarding the Restaurant's failure to comply with any licensing, health, cleanliness, or safety Law or standard, (4) default notices from any supplier or Host Venue, or (5) any bankruptcy or insolvency proceeding or an assignment for the benefit of creditors is commenced by or against you, your owners, or the Restaurant.

D. Compliance with Brand Standards

You agree to comply with all Brand Standards, as we may periodically modify them, as if they were part of this Agreement. You may not offer, sell, or provide at or from the Restaurant any products or services that are not authorized in the Operations Manual. You must offer, sell, and provide all products and services we prescribe from time to time. We may change such products and services from time to time and from market to market based on numerous considerations. Brand Standards may direct any aspect of the Restaurant's operation and maintenance that is material to the goodwill associated with the Marks, the Franchise System, and DOS TOROS Restaurants. While we maintain the right to issue and modify Brand Standards, you alone exercise day-to-day control over the Restaurant's operation and remain solely responsible for compliance with Brand Standards, which may include any one or more of the following:

(1) required and/or authorized food products, ingredients, and recipes; food-handling and preparation procedures; required and/or authorized services; and unauthorized and prohibited food products and services (which the Restaurant is not allowed to offer and sell under any circumstances). We always have the right to approve or disapprove in advance all products and services to be used at or sold by the Restaurant, and the Restaurant must comply with our directions. We may withdraw our approval of previously-authorized products and services upon notice to you based on what we think is best for DOS TOROS Restaurants;

(2) storage and packaging procedures and techniques;

(3) inventory requirements so the Restaurant may operate at full capacity;

(4) sales, marketing, advertising, and promotional programs and the materials and media used in those programs, including participating in and complying with the requirements of any special advertising, marketing, and promotional programs we periodically specify;

(5) adequate staffing levels to operate the Restaurant in compliance with Brand Standards, appearance of Restaurant personnel, and courteous service to customers. However, you have sole responsibility and authority for your labor relations and employment practices, including, among other things, employee selection, promotion, termination, hours worked, rates of pay, benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. Restaurant employees are exclusively under your control at the Restaurant. You must communicate clearly with Restaurant employees in your employment agreements, human resources manuals, written and electronic correspondence, paychecks, and other materials that you (and only you) are their employer and that we, as the franchisor of DOS TOROS Restaurants, and our affiliates are not their employer or joint employer and do not engage in any employer-type activities (including those described above) for which only franchisees are responsible. You must obtain an acknowledgment (in the form we specify or approve) from all Restaurant employees that you (and not we or our affiliates) are their employer;

(6) standards, procedures, and requirements for responding to customer complaints, including promptly reimbursing our costs if we resolve a customer complaint because you fail to do so as or when required;

(7) price advertising policies and maximum, minimum, or other pricing requirements for products and services the Restaurant sells, including requirements for national, regional, and local promotions, special offers, and discounts in which some or all DOS TOROS Restaurants must participate, in each case to the maximum extent the Law allows;

(8) use and display of the Marks at the Restaurant and on various consumer-facing supplies;

(9) quality-assurance, food-safety-audit, guest-satisfaction, "mystery-shop," consumer-survey, and similar programs, including your using and paying directly (or reimbursing us for) our designated third-party service providers;

(10) minimum days and hours of operation, which may vary depending on the Restaurant's location;

(11) use of various electronic, cloud-based, digital, and other payment systems (including cryptocurrency);

(12) use of mobile or digital ordering and Franchise System applications and other digital channels ("Apps") for which we or a third-party provider has the right to charge fees;

(13) standards, platforms, and procedures for (a) communications among you, us, and other franchisees, (b) accessing and using various aspects of the System Website (including an intranet), (c) using blogs, common social networks like Facebook and Instagram, professional networks like LinkedIn, live-blogging tools like Twitter, file, audio, and video-sharing sites, and other similar social-networking media or tools (collectively, "**Social Media**") that in any way reference the Marks or involve the Restaurant, and (d) using the Marks as part of any domain name, homepage, electronic address, metatag, or otherwise in connection with any website or

other online presence (collectively, "**Digital Marketing**") (except to the extent our standards or procedures are prohibited under Law);

(14) communicating with the Restaurant's customers only through branded mobile Apps, branded email domains, online brand-reputation-management sites, or other channels we expressly designate and only for purposes related to the Restaurant's operation;

(15) participation in one or more franchise advisory councils we establish for the Franchise System; and

(16) any other aspects of operating and maintaining the Restaurant that we determine are useful to preserve or enhance the efficient operation, image, or goodwill of the Marks and DOS TOROS Restaurants.

Brand Standards will not include any employment-related policies or procedures or dictate or regulate the employment terms and conditions for the Restaurant's employees. Any information we provide (in the Operations Manual or otherwise) concerning employment-related policies or procedures, or relating to employment terms and conditions for Restaurant employees, is only a recommendation, and not a requirement, for your optional use. Upon our request from time to time, you agree to confirm to us in writing in the manner we specify that the Restaurant's employees have all certifications required by Law.

As described in Section 7.B above, we have the right periodically to modify and supplement Brand Standards, which may require you to invest additional capital in the Restaurant and incur higher operating costs. Those Brand Standards will constitute legally-binding obligations on you when we communicate them. Although we retain the right to establish and modify periodically the Brand Standards you have agreed to follow, you retain complete responsibility and authority for the Restaurant's management and operation and for implementing and maintaining Brand Standards at the Restaurant.

You acknowledge the importance of operating the Restaurant in full compliance with this Agreement and Brand Standards. You further acknowledge that your deviation from any contractual requirement, including any Brand Standard, that is not approved by us in writing is a violation of this Agreement and will trigger incalculable administrative and management costs for us to address the violation (separate and apart from any damages your violation might cause to the Franchise System, our business opportunities, or the goodwill associated with the Marks). Therefore, you agree to compensate us for our incalculable administrative and management costs by paying us Two-Hundred-Fifty Dollars ($250) for each deviation from a contractual requirement, including any Brand Standard, cited by us (**the "Non-Compliance Fee"**). However, if we discover that same (or a substantially similar) deviation on one or more consecutive, subsequent visits to or inspections of the Restaurant, the Non-Compliance Fee will at our option be Five-Hundred Dollars ($500) for the first repeat deviation and One-Thousand Dollars ($1,000) for the second and each subsequent repeat deviation. (The Non-Compliance Fee does not apply to payment defaults for which we may charge late fees and interest under Section 5.D above.)

We and you deem the Non-Compliance Fee to be a reasonable estimate of our administrative and management costs and not a penalty. We may debit your bank account for Non-Compliance Fees or set off monies otherwise due and payable to you to cover the payment of Non-Compliance Fees. We must receive the Non-Compliance Fee within five (5) days after we notify you that we are charging it due to your violation. We need not give you a cure opportunity before charging the Non-Compliance Fee. Charging the Non-Compliance Fee does not prevent us from seeking to recover damages to the Franchise System, our business opportunities, or the goodwill associated with the Marks due to your violation, seeking injunctive relief to restrain any subsequent or continuing violation, and/or formally defaulting you and terminating this Agreement under Section 18.B.

E. Approved Products, Services, and Suppliers

(1) We may authorize one or more DOS TOROS Restaurants to offer additional, different, or modified menu, products, or services, and we are under no obligation to authorize every DOS TOROS Restaurant to offer the same products or services. We may periodically designate and approve Brand Standards, manufacturers, suppliers, and/or distributors for the Operating Assets, products, and services we periodically authorize DOS TOROS Restaurants to use or sell. You must purchase or lease all Operating Assets, products, and services you use or sell at the Restaurant only according to Brand Standards and, if we require, only from manufacturers, suppliers, or distributors we designate or approve (which may include or be limited to us, certain of our affiliates, and/or other restricted sources). We and/or our affiliates may derive revenue—in the form of promotional allowances, volume discounts, commissions, other discounts, performance payments, signing bonuses, rebates, marketing and advertising allowances, free products, and other economic benefits and payments—from suppliers that we designate, approve, or recommend for some or all DOS TOROS Restaurants on account of those suppliers' prospective or actual dealings with your Restaurant and other DOS TOROS Restaurants. That revenue may or may not be related to services we and our affiliates perform. All amounts received from suppliers, whether or not based on your or other franchisees' purchases from those suppliers, will be our and our affiliates' exclusive property, which we and our affiliates may retain and use without restriction for any purposes we and our affiliates deem appropriate. Any products or services that we or our affiliates sell you directly may be sold to you at prices exceeding our and their costs.

(2) If you want to purchase or lease any Operating Assets, products, or services from a supplier or distributor we have not then approved (if we require you to buy or lease the asset, product, or service only from an approved supplier or distributor), then you must establish to our reasonable satisfaction that the quality and functionality of the item or service are equivalent to those of the item or service it replaces and that the supplier or distributor is, among other things, reputable, financially responsible, and adequately insured for product-liability claims. You must pay upon request any actual expenses and TRE we incur to determine whether or not the items, services, suppliers, or distributors meet our requirements and specifications.

(3) We may condition our written approval of a supplier or distributor on requirements relating to product taste, quality, and safety; third-party lab-testing; prices; consistency; warranty; supply-chain reliability and integrity; financial stability; customer relations; frequency, economy, and efficiency of delivery; concentration of purchases; standards

of service (including prompt attention to complaints); and other criteria. We have the right to inspect the proposed supplier's or distributor's facilities and to require the proposed supplier or distributor to deliver product samples or items either directly to us or to any third party we designate for testing. If we approve a supplier or distributor you recommend, you agree that we may allow other DOS TOROS Restaurants to purchase or lease the Operating Assets or other products or services from those suppliers or distributors without limitation and without compensation to you.

(4) Despite the foregoing, we may limit the number of approved suppliers and distributors with which you may deal, designate sources you must use, and refuse any of your requests for any reason, including, without limitation, because we have already designated an exclusive source (which might be us or one of our affiliates) for a particular item or service or believe that doing so is in the best interests of DOS TOROS Restaurants. You acknowledge that it might be disadvantageous from a cost and service basis to have more than one supplier in a given market area, and that we have the right to consider the impact of any supplier approval on our and our franchisees' ability to obtain the lowest distribution costs and best service. However, we make no guaranty, warranty, or promise that we will obtain the best pricing or most advantageous terms for DOS TOROS Restaurants. We also do not guaranty the performance of suppliers and distributors to DOS TOROS Restaurants. We are not responsible or liable if the products or services provided by a supplier or distributor fail to conform to or perform in compliance with Brand Standards or our contractual terms with the supplier or distributor.

(5) We have the right (without liability) to consult with your suppliers about the status of your account with them and to advise your suppliers and others with whom you, we, our affiliates, and other franchisees deal that you are in default under any agreement with us or our affiliates (but only if we or our affiliate has notified you of such default).

(6) You will not offer or sell beer, wine, spirits, cocktails, or any other alcoholic beverages at the Restaurant unless we approve your right to do so and we and you execute the Alcoholic Beverage Rider attached to this Agreement as Exhibit C.

F. Technology System

(1) You agree to obtain and use the computer hardware and software, point-of-sale system, computer-related accessories and peripheral equipment, tablets, smart-phones, online, digital, and App ordering systems, and online kitchen-management system we periodically specify (the "**Technology System**"). We may require the use of designated Technology Systems for any purpose associated with the Restaurant including purchasing equipment and supplies, pricing, scheduling, accounting, security, data management, information storage, retrieval and transmission, customer information, customer programs, marketing, communications, or any other business purpose. You must take all steps necessary to enable us to have independent and unlimited access to the data collected through the Technology Systems as we designate, including information regarding the Gross Sales, customer information, service and performance reports, and any other information relating to the Restaurant. We will also have unlimited access to the content of any DOS TOROS TAQUERIA e-mail accounts we provide you.

(2) We may periodically modify the Brand Standards for the Technology System or any component thereof. Our modification of Technology System specifications and/or other technological developments or events may require you to purchase, lease, or license new or modified computer components, software, and peripherals and to obtain service and support for the Technology System. Although we cannot estimate the future costs of the Technology System or required service or support, you must incur the costs to obtain the computer components, software, and peripherals comprising the Technology System (and additions and modifications) and required service or support. Within sixty (60) days after we deliver notice to you, you must obtain the Technology System components we designate and ensure that your Technology System, as modified, is functioning properly.

(3) We and our affiliates may condition any license to you of required or recommended proprietary software, and/or your use of technology developed or maintained by or for us, on your signing a software license agreement, liability waiver, and/or similar document, or otherwise agreeing to the terms (for example, by acknowledging your consent to and accepting the terms of a click-through license agreement), that we and our affiliates periodically prescribe to regulate your use of, and our (or our affiliates') and your respective rights and responsibilities with respect to, the software or technology.

(5) Despite your obligation to buy, use, and maintain the Technology System according to our standards and specifications, you have sole and complete responsibility for: (a) acquiring, operating, maintaining, and upgrading the Technology System; (b) the manner in which your Technology System interfaces with our and any third party's Technology System; (c) any and all consequences if the Technology System is not properly operated, maintained, and upgraded (we are not responsible for any outages in our or our affiliates' proprietary operating software); and (d) independently determining what is required for you to comply (and then complying) at all times with the most current version of the Payment Card Industry Data Security Standards, and with all Laws (including privacy laws) governing the processing, retention, use, collection, and disclosure of Consumer Data (defined in Section 10) and the Technology System, and validating compliance with those standards and Laws as may be periodically required.

(6) Notwithstanding the foregoing, if any Host Venue requires you to use a point-of-sale system that is different from the system required by us (the "**Host Venue POS**"), then in addition to obtaining our approval of the alternative point-of-sale system, you must ensure that: (a) you will grant us uninterrupted and independent remote access to such Host Venue POS; and (b) the Host Venue POS has the ability to generate sales reports and record transactions of the Restaurant in the manner we require, and in each case, separate and apart from other businesses within or outside the Host Venue. You agree to comply with each Host Venue's requirements related to the Host Venue POS and, as between us and you, will be solely responsible for ensuring that (a) the Host Venue POS complies with all Laws; (b) all Confidential Information (as defined in Section 9) that is stored on or accessed through such Host Venue POS is protected as required in this Agreement; and (c) all Consumer Data collected, stored, and processed on the Host Venue POS is protected, stored, and used in accordance with Section 10 and applicable Laws.

8. Marks

A. Ownership and Goodwill of Marks

Your right to use the Marks is derived only from this Agreement and is limited to your operating the Restaurant according to this Agreement and all mandatory Brand Standards we prescribe during the Term. Your unauthorized use of the Marks is a breach of this Agreement and infringes our (and our licensor's) rights in the Marks. Any use of the Marks relating to the Restaurant, and any goodwill that use establishes, are for our (and our licensor's) exclusive benefit. We (and our licensor) may take the action necessary to enforce all trademark-use obligations under this Agreement. This Agreement does not confer any goodwill or other interests in the Marks upon you, other than the right to operate the Restaurant according to this Agreement. All provisions in this Agreement relating to the Marks apply to any additional and substitute trademarks and service marks we periodically authorize you to use. You may not at any time during or after the Term contest or assist any other person to contest the validity, or our (or our licensor's) ownership, of the Marks.

B. Limitations on Use of Marks

You agree to use the Marks as the Restaurant's sole identification, subject to the notices of independent ownership we periodically designate. You may not use any Mark (1) as part of any corporate or legal business name, (2) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we license to you), (3) in selling any unauthorized products or services, (4) in connection with any Digital Marketing, or in any user name, screen name, or profile in connection with any Social Media sites, without our consent or, if applicable, without complying with our Brand Standards communicated to you, or (5) in any other manner we have not expressly authorized in writing. You may not use any Mark to advertise the transfer, sale, or other disposition of the Restaurant or an ownership interest in you without our prior written consent, which we will not unreasonably withhold. You must give the notices of trademark and service mark registrations we periodically specify and obtain any fictitious- or assumed-name registrations that applicable Law requires. You may not pledge, hypothecate, or grant a security interest in any property that bears or displays the Marks (unless the Marks are readily removable from such property) and must advise your proposed lenders of this restriction.

You must include a clear disclaimer in all of the Restaurant's employee-facing materials that you (and only you) are the employer of Restaurant employees and that we, as the franchisor of DOS TOROS Restaurants, and our affiliates are not their employer or joint employer and do not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. You also must obtain an acknowledgment (in the form we specify or approve) from all Restaurant employees that you (and not we or our affiliates) are their employer.

C. Notification of Infringements and Claims

You agree to notify us immediately of any actual or apparent infringement or challenge to your use of any Mark, any person's claim of any rights in any Mark (or any identical or confusingly similar trademark), or unfair competition relating to any Mark. You may not communicate with any person other than us and our licensor, our respective attorneys, and your attorneys regarding any infringement, challenge, or claim. We and our licensor may take the action we deem appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office proceeding, or other administrative proceeding or enforcement action arising from any infringement, challenge, or claim or otherwise concerning any Mark. You must sign any documents and take any other reasonable actions we and our, and our licensor's, attorneys deem necessary or advisable to protect and maintain our (and our licensor's) interests in any litigation, Patent and Trademark Office or other proceeding, or enforcement action or otherwise to protect and maintain our (and our licensor's) interests in the Marks.

D. Discontinuance of Use of Marks

If we believe at any time that it is advisable for us and/or you to modify, discontinue using, and/or replace any Mark, and/or to use one or more additional or substitute trademarks or service marks, you agree to comply with our directions within a reasonable time after receiving notice. We need not reimburse your expenses to comply with those directions (such as your costs to change signs or to replace supplies for the Restaurant), any loss of revenue due to any modified or discontinued Mark, or your expenses to promote a modified or substitute trademark or service mark.

E. Indemnification for Use of Marks

We agree to reimburse your damages and expenses incurred in any trademark infringement proceeding disputing your authorized use of any Mark under this Agreement, provided your use has been consistent with this Agreement, the Operations Manual, and Brand Standards communicated to you, and you have timely notified us of, and complied with our directions in responding to, the proceeding. At our option, we and/or our affiliate(s) may defend and control the defense of any proceeding arising from or relating to your use of any Mark under this Agreement.

9. <u>Confidential Information</u>

We and our affiliates possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable Law, relating to developing and operating DOS TOROS Restaurants (the "**Confidential Information**"), which includes but is not limited to:

(a) information in the Operations Manual and Brand Standards;

(b) layouts, designs, and other Plans for DOS TOROS Restaurants;

(c) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, and knowledge and experience used in developing and operating DOS TOROS Restaurants;

(d) marketing research and promotional, marketing, and advertising programs for DOS TOROS Restaurants;

(e) the standards, processes, information, and technologies involved in creating, developing, operating, maintaining, and enhancing digital and other sales platforms, and Apps;

(f) strategic plans, including expansion strategies and targeted demographics;

(g) knowledge of specifications for and suppliers of, and methods of ordering, certain Operating Assets, products, services, materials, and supplies that DOS TOROS Restaurants use and sell;

(h) knowledge of the operating results and financial performance of DOS TOROS Restaurants other than the Restaurant;

(i) customer solicitation, communication, and retention programs, along with Data used or generated in connection with those programs;

(j) all Data and other information generated by, or used or developed in, operating the Restaurant, including Consumer Data, and any other information designated by us from time to time that is collected, stored, or processed using the Technology System; and

(k) any other information we reasonably designate as confidential or proprietary.

You will not acquire any interest in any Confidential Information, other than the right to use certain Confidential Information as we specify in operating the Restaurant during the Term according to Brand Standards and this Agreement's other terms and conditions. You acknowledge that using any Confidential Information in another business would constitute an unfair method of competition with us and our affiliates, suppliers, and franchisees. You acknowledge and agree that Confidential Information is proprietary, includes our and our affiliates' trade secrets, and is disclosed to you only on the condition that you, your owners, and your employees agree, and you and they do agree:

(i) process, retain, use, collect, and disclose our Confidential Information strictly to the limited extent, and in such a manner, as necessary for the development and operation of your Restaurant in accordance with this Agreement, and not for any other purpose of any kind;

(ii) process, retain, use, collect, and disclose our Confidential Information strictly in accordance with the privacy policies and Brand Standards we establish from time to time, and our and our representative's instructions;

(iii) not to use any Confidential Information in another business or capacity and at all times to keep Confidential Information absolutely confidential, both during and after the Term (afterward for as long as the information is not generally known in the restaurant industry), provided, however, that nothing in this Section 9 or elsewhere in this Agreement restricts or is intended to restrict your communications with any state or federal law regulator or enforcement authority about potential violations of law;

(iv) not to make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form;

(v) to adopt and implement administrative, physical and technical safeguards, including those that we periodically specify, to prevent unauthorized use or disclosure of Confidential Information, including disclosing it only to Restaurant personnel and others needing to know the Confidential Information in order to operate the Restaurant and using confidentiality and non-disclosure agreements with those having access to Confidential Information. We have the right to pre-approve the forms of agreements you use solely to ensure that you adequately protect Confidential Information and the competitiveness of DOS TOROS Restaurants. Under no circumstances will we control the forms or terms of employment agreements you use with Restaurant employees or otherwise be responsible for your labor relations or employment practices; and

(vi) not to sell, trade, or otherwise profit in any way from the Confidential Information (including by selling or assigning any Consumer Data or related information or Data), except during the Term using methods we have approved.

"Confidential Information" does not include Restricted Data and information, knowledge, or know-how that lawfully is or becomes generally known in the restaurant industry or that you knew from previous business experience before we gave you access to it (directly or indirectly). If we include any matter in Confidential Information, anyone claiming it is not Confidential Information must prove that the exclusion in this paragraph applies.

During and after the Term, you (and each of your owners) agree to, and to cause your respective current and former employees, representatives, affiliates, successors and assigns to: (a) process, retain, use, collect, and disclose all names, addresses, telephone numbers, e-mail addresses, dates of birth, demographic or related information, buying habits, preferences, credit-card information, and other personally-identifiable information of customers of the Restaurant ("**Consumer Data**") only in strict accordance with Laws, the guidance and codes of practice issued by industry or regulatory agencies, and privacy policies designated by us; (b) assist us with meeting our compliance obligations under all applicable laws, regulations, and orders relating to Consumer Data, including the guidance and codes of practice issued by industry or regulatory agencies; and (c) promptly notify us of any communication or request from any customer or other person to access, correct, delete, opt-out of, or limit activities relating to any Consumer Data.

Notwithstanding anything to the contrary in this Agreement or otherwise, you agree that we do not control or own any of the following (collectively, the "**Restricted Data**"): (i) any personal information or personally identifiable information of the employees, officers, contractors, owners or other personnel of you, your affiliates, or the Restaurant; (ii) such other information as we from time to time expressly designate as Restricted Data; and/or (c) any other personal information or personally identifiable information to which we do not have access.

Regardless of any guidance we may provide generally and/or any specifications that we may establish for Consumer Data, you have sole and exclusive responsibility for all Restricted Data, including establishing protections and safeguards for such Restricted Data; provided, that in each case you agree to comply with all Laws and the guidance and codes of practice issued by industry or regulatory agencies applicable to such Restricted Data.

10. Data Security

If there is a Data Security Incident at the Restaurant, you must notify us immediately after becoming aware of the actual or suspected occurrence, specify the extent to which Consumer Data was compromised or disclosed, and comply and cooperate with our instructions for addressing the Data Security Incident in order to protect Consumer Data and the DOS TOROS Restaurant brand (including giving us or our designee access to your Technology System, whether remotely or at the Restaurant). You also agree to follow our instructions regarding curative actions and public statements relating to the breach. We reserve the right to conduct a data security and privacy audit of the Restaurant and your Technology Systems at any time, from time to time, to ensure that you are complying with our requirements. We (and our designated affiliates) have the right, but no obligation, to take any action or pursue any proceeding or litigation with respect to the Data Security Incident, control the direction and handling of such action, proceeding, or litigation, and control any remediation efforts.

"**Data Security Incident**" means any act that initiates either internally or from outside the Restaurant's computers, point-of-sale terminals, and other technology or networked environment and violates the Law or explicit or implied security policies, including attempts (either failed or successful) to gain unauthorized access (or to exceed authorized access) to the Franchise System, DOS TOROS Restaurants, or their Data or to view, copy, or use Consumer Data or Confidential Information without authorization or in excess of authorization; unwanted disruption or denial of service; unauthorized use of a system for processing or storage of Data; and changes to system hardware, firmware, or software characteristics without our knowledge, instruction, or consent.

If we determine that any Data Security Incident results from your failure to comply with this Agreement or any requirements for protecting the Technology System and Consumer Data, you must (a) indemnify us under Section 20.E and (b) compensate us for all other damages we incur as a result of your breach of this Agreement.

11. Innovations

All ideas, concepts, techniques, or materials relating to a DOS TOROS Restaurant, whether or not protectable intellectual property and whether created by or for you or your owners, employees, or contractors ("**Innovations**"), must be promptly disclosed to us and will be deemed to be our sole and exclusive property and works made-for-hire for us. To the extent any Innovation does not qualify as a "work made-for-hire" for us, by this paragraph you assign ownership of and all related rights to that Innovation to us and agree to sign (and to cause your owners, employees, and contractors to sign) whatever assignment or other documents we periodically request to evidence our ownership and to help us obtain intellectual property rights in the Innovation. You may not use any Innovation in operating the Restaurant or otherwise without our prior written approval.

12. Exclusive Relationship

A. Restrictions.

We granted you the rights under this Agreement in consideration of and reliance upon your and your owners' agreement to deal exclusively with us with respect to the products and services that DOS TOROS Restaurants offer and sell. You and each Franchisee Related Party therefore agree, during the Term, that you and each Franchisee Related Party will not (and will use best efforts to cause your or their respective owners, agents, representatives, and affiliates not to) take any of the following actions within the Area of Protection:

(1) have any direct or indirect, controlling or non-controlling interest as an owner—whether of record, beneficial, or otherwise—in a Competitive Business;

(2) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business; or

(3) divert or attempt to divert any actual or potential business or customer of the Restaurant to a Competitive Business.

The above restriction does not prohibit ownership of shares of a class of securities publicly-traded on a United States stock exchange and representing less than three percent (3%) of the number of shares of that class of securities issued and outstanding

The term "**Competitive Business**" means any (a) business the sales of which are generated primarily from the sale of burritos, tacos, and/or burrito bowls (a burrito without the tortilla), or (b) business granting franchises or licenses to others to operate the type of business described in clause (a), other than a DOS TOROS Restaurant operated under a franchise agreement with us.

B. Directives.

If there is a dispute related to this Section 12 or Section 19.D, you and the Franchisee Related Parties direct any third party construing this Section or Section 19.D, including any court, arbitrator, mediator, master, or other party acting as trier-of-fact or law:

(1) To presume conclusively that the restrictions set forth in this Section and in Section 19.D are reasonable and necessary in order to protect (a) our legitimate business interests, including the interests of our other franchisees, (b) the confidentiality of Confidential Information, (c) the integrity of the Franchise System, (d) our investment in the Franchise System, (e) the investment of our other franchisees in their franchised Restaurants, and (f) the goodwill associated with the Franchise System;

(2) To presume conclusively that the restrictions set forth in this Section and in Section 19.D will not unduly burden your or your owners' ability to earn a livelihood;

(3) To construe this Section and Section 19.D under the Laws governing distribution contracts between commercial entities in an arm's-length transaction and not under Laws governing employment contracts; and

(4) To presume conclusively that any violation of the terms of this Section or Section 19.D was accompanied by the misappropriation and inevitable disclosure of Confidential Information and constitutes a deceptive and unfair trade practice and unfair competition.

13. Advertising and Marketing

A. Approval of Marketing and Other External Communications

All advertising, promotion, marketing, and public relations activities you conduct and any advertising, marketing, promotional, and lead-generation formats and materials (collectively, "**Marketing Materials**") you prepare must be legal and not misleading and conform to the policies set forth in the Operations Manual or that we otherwise prescribe from time to time. To protect the goodwill that we and certain of our affiliates have accumulated in the "DOS TOROS TAQUERIA" name and other Marks, you must send us before you intend to use them samples or proofs of (1) all Marketing Materials we have not prepared or already approved, and (2) all Marketing Materials we have prepared or already approved which you propose to change in any way. However, you need not send us any Marketing Materials in which you have simply completed the missing Restaurant-specific or pricing information based on templates we sent you. If we do not approve your Marketing Materials in writing within thirty (30) days after we actually receive them, they will be deemed disapproved for use. While we will not unreasonably withhold our approval, you may not use any Marketing Materials we have not approved or have disapproved. We reserve the right upon thirty (30) days' prior written notice to require you to discontinue using any previously-approved Marketing Materials.

B. System Website

(1) We or our designees may establish a website or series of websites (with or without restricted access) for the DOS TOROS Restaurant network: (a) to advertise, market, identify, and promote DOS TOROS Restaurants, the products and services they offer, and/or the DOS TOROS Restaurant franchise opportunity; (b) to help us operate the DOS TOROS Restaurant network; and/or (c) for any other purposes we deem appropriate for DOS TOROS Restaurants or other business activities in which we engage (collectively, the "**System Website**"). You will not receive a separate interior webpage or "micro-site" referencing your Restaurant. We will own all intellectual property and other rights in the System Website and all information it contains, including its domain name or URL, the log of "hits" by visitors, any personal or business data visitors supply, and all information relating to the Restaurant's customers (collectively, the "**Data**").

(2) We will control the System Website and have the final approval rights over all information on the System Website. We may implement and periodically modify Brand Standards for the System Website.

(3) We will include the Restaurant's information on the System Website only while you are in substantial compliance with this Agreement and all Brand Standards (including those for the System Website). If you are in material default of any obligation under this Agreement or Brand Standards, we may, in addition to our other remedies, temporarily suspend your participation in the System Website until you fully cure the default. We will permanently terminate your access to and participation in the System Website upon this Agreement's expiration or termination.

(4) All Marketing Materials you develop for the Restaurant must comply with Brand Standards and contain notices of the System Website's URL in the manner we periodically designate. You may not develop, maintain, or authorize any Digital Marketing or Social Media mentioning or describing the Restaurant or displaying any Marks without our prior written approval and, if applicable, without complying with our Brand Standards for such Digital Marketing and Social Media. Except for the System Website and approved Digital Marketing, Social Media, and Apps, you may not conduct commerce or directly or indirectly offer or sell any products or services using any Digital Marketing, Social Media, or website.

(5) Nothing in this Section limits our right to maintain websites other than the System Website or to offer and sell products and services under the Marks from the System Website, another website, or otherwise over the internet without payment or any other obligation to you.

14. Records, Reports, and Financial Statements

In order to ensure consistency and reliability with respect to your various financial-reporting obligations to us, you must establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats (including, at our option, the accounting methods and chart of accounts) we prescribe from time to time. The records and information contained in any bookkeeping, accounting, and recordkeeping system we require will not include any records or information relating to the Restaurant's employees, as you control exclusively your labor relations and employment practices. We will have independent, unlimited access and retrieval rights to the financial, sales, inventory, and other business-performance information and tools maintained on your Technology System (including Consumer Data but excluding employee records, as you control exclusively your labor relations and employment practices). To the extent we do not access this information directly from the Technology System, you must give us:

(a) within ninety (90) days after the end of each of your fiscal years, an annual profit-and-loss statement, a balance sheet for the Restaurant as of the end of the previous fiscal year, and a narrative written description of your year-end operating results; and

(b) within fifteen (15) days after our request, exact copies of federal and state income, sales tax, and other tax returns and any other forms, records, books, reports, and other information we periodically require relating to you or the Restaurant (other than Restaurant employee records, as you control exclusively your labor relations and employment practices).

We may periodically specify the form and content of the reports and financial statements described above. You must verify and sign each report and financial statement in the manner we prescribe. We have the right to disclose data from such reports and statements (and to identify the Restaurant as the source of such reports and statements) for any business purpose we determine in our sole judgment, including the right to identify the Restaurant and disclose its individual financial results in both a financial performance representation appearing in Item 19 of our franchise disclosure document and a supplemental financial performance representation.

You agree to preserve and maintain all records, in the manner we periodically specify, in a secure location for at least five (5) years after the end of the fiscal year to which such records relate or for any longer timeframe the Law requires. If we reasonably determine that any report or financial statement you send us is willfully or recklessly, and materially, inaccurate, we may require you to prepare, at your own expense, audited financial statements annually during the Term until we determine that your reports and statements accurately reflect the Restaurant's business and operations.

15. Inspections and Audits

A. Inspections

(1) To determine whether you and the Restaurant are complying with this Agreement, including all Brand Standards and food-safety standards, we and our designated representatives and vendors (including "mystery" shoppers) have the right before you open the Restaurant for business and afterward from time to time during your regular business hours, and without prior notice to you, to inspect and evaluate the Restaurant, observe and record operations (audio and video), remove samples of products and supplies, interview and interact with the Restaurant's supervisory employees and customers, inspect all books and records relating to the Restaurant, and access all electronic records on your Technology System to the extent necessary to ensure compliance with this Agreement and all Brand Standards. You consent to all photos and video and audio recordings and agree to cooperate with us fully during the course of these inspections and tests. You agree to obtain all third-party consents required under applicable laws to permit photos and video and audio recordings. You must cooperate with us and our representatives and vendors in those activities. We will give you a written summary of the evaluation.

If we are required to comply with the protocols established by the Host Venue to access or inspect the Restaurant, then you agree to cooperate with us to secure all necessary approvals and/or security clearances from the Host Venue as would be required for our representatives and agents conduct any inspections of the Restaurant. If we are prohibited from accessing or inspecting the Restaurant, you will provide us with videos, photographs, and business records for off-site inspection as we request.

Without limiting our other rights and remedies under this Agreement, you must promptly correct at your own expense all deficiencies (i.e., failures to comply with Brand Standards) noted by our evaluators within the time period we specify after you receive notice of those deficiencies (which may be as short as one (1) day depending on the deficiency). We then may conduct one or more follow-up evaluations to confirm that you have corrected the deficiencies and otherwise are complying with this Agreement and all Brand Standards. You must pay the actual costs of the first follow-up audit, including our personnel's daily charges (including wages) and TRE. We may charge you a One-Thousand Five-Hundred Dollar ($1,500) inspection fee, plus our personnel's TRE, for the second and each follow-up evaluation we make and for each inspection you specifically request. If you fail to correct a deficiency at the Restaurant or in its operation after these inspections, we may (short of taking over the Restaurant's management) take the required action for you, without being guilty of or liable for trespass or tort, in which case you must immediately reimburse all of our costs.

(2) If we find any condition at the Restaurant that we consider to be hazardous, unsafe, unhealthy, unsanitary, unclean, or in material disrepair, we have the following rights in addition to all other rights set forth in this Agreement:

(a) we may require you immediately to close and suspend operation of the Restaurant or to take any other action we deem necessary whenever we have reason to believe that any products in the Restaurant are contaminated or the Restaurant presents imminent risk to public health and safety. You must notify us immediately of any suspected product contamination or other violation affecting public health or safety and promptly take any action we require. You alone are responsible for all losses, costs, or other expenses incurred in complying with this clause (a); and/or

(b) we may immediately remove or destroy at your expense any product that we believe to be hazardous or contaminated or to present imminent risk to public health or safety.

B. Our Right to Audit

We and our designated representatives may at any time during your business hours, and without prior notice to you, examine the Restaurant's business, bookkeeping, and accounting records, sales and income tax records and returns, and other records (other than your employment records, as you control exclusively your labor relations and employment practices). You must fully cooperate with our representatives and independent accountants conducting any inspection or audit. If any inspection or audit discloses an understatement of the Restaurant's Gross Sales, you must pay us, within ten (10) days after receiving the inspection or audit report, the amounts due on the understatement, plus our administrative fee and interest from the date originally due until the date of payment. Further, if an inspection or audit is necessary due to your failure to furnish reports, supporting records, or other information as required or on a timely basis, or if our examination reveals an understatement exceeding two percent (2%) of the amount you actually reported to us for the period examined, you must reimburse our costs for the examination, including, without limitation, legal fees, independent accountants' fees, and compensation and TRE for our employees. In addition, if you fail to cooperate with our representatives and independent accountants conducting any inspection or audit, or refuse to participate in any such audit or inspection, we have the right to require you to pay us Five-Thousand Dollars ($5,000). These remedies are in addition to our other remedies and rights under this Agreement and applicable Law.

16. Transfer

A. Transfer by Us

We may change our ownership or form and/or assign this Agreement and any other agreement to a third party without restriction. After we assign this Agreement to a third party that expressly assumes this Agreement's obligations, we no longer will have any performance or other obligations under this Agreement. That assignment will constitute a release and novation with respect to this Agreement, and the new owner-assignee will be liable to you as if it had been an original party to this Agreement. Specifically and without limiting the foregoing, you agree that we may sell our assets (including this Agreement), the Marks, or the Franchise System to a third party; offer our ownership interests privately or publicly; merge, acquire other business entities, or be acquired by another business entity; and/or undertake a refinancing, recapitalization, leveraged buyout, securitization, or other economic or financial restructuring.

B. Transfer by You and Definition of Transfer

You acknowledge that the rights and duties this Agreement creates are personal to you and your owners, and we have granted you the rights under this Agreement in reliance upon our perceptions of your and your owners' character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, neither: (1) this Agreement or any interest in this Agreement; (2) the Restaurant's physical structure; (3) any right to receive all or a portion of the profits, losses, or capital appreciation relating to the Restaurant; (4) all or substantially all of the Operating Assets; (5) any ownership interest in you; (6) any right to manage or operate the Restaurant; nor (7) a controlling ownership interest in an Entity with an ownership interest in you, may be transferred without our prior written approval. A transfer of the Restaurant's ownership, possession, or control (including its physical structure), or all or substantially all of the Operating Assets, may be made only with the concurrent transfer (to the same proposed transferee) of the franchise rights (with the transferee assuming this Agreement or signing our then-current form of franchise agreement and related documents, as we may require). Any transfer without our prior written approval is a breach of this Agreement and has no effect, meaning you and your owners will continue to be obligated to us for all your obligations under this Agreement.

In this Agreement, the term "**transfer**" includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition, including the following events:

(a) transfer of record or beneficial ownership of stock or any other ownership interest or the right to receive (directly or indirectly) all or a portion of the profits, losses, or any capital appreciation relating to the Restaurant;

(b) a merger, consolidation, or exchange of ownership interests, issuance of additional ownership interests or securities representing or potentially representing ownership interests, or a redemption of ownership interests;

(c) any sale or exchange of voting interests or securities convertible to voting interests, or any management or other agreement granting the right (directly or indirectly) to exercise or control the exercise of any owner's voting rights or to control your (or an Entity with an ownership interest in you) or the Restaurant's operations or affairs;

(d) transfer in a divorce, insolvency, or Entity-dissolution proceeding or otherwise by operation of law;

(e) transfer by will, declaration of or transfer in trust, or under the laws of intestate succession; or

(f) pledge of this Agreement (to someone other than us) or of an ownership interest in you or your owners as security or collateral, foreclosure upon or attachment or seizure of the Restaurant (including its physical structure), or your transfer, surrender, or loss of the Restaurant's possession, control, or management.

You may grant a security interest (including a purchase-money security interest) in the Restaurant's assets (including its physical structure but not including this Agreement or the franchise rights) to a lender that finances your acquisition, development, and/or operation of the Restaurant without having to obtain our prior written approval as long as you give us ten (10) days' prior written notice. However, you may not pledge, hypothecate, or grant a security interest in any property that bears or displays the Marks (unless the Marks are readily removable from such property) and must advise your proposed lenders of this restriction. This Agreement and the franchise rights granted to you by this Agreement may not be pledged as collateral or be the subject of a security interest, lien, levy, attachment, or execution by your creditors or any financial institution. Any security interest that may be created in this Agreement by virtue of Section 9-408 of the Uniform Commercial Code is limited as described in Section 9-408(d) of the Uniform Commercial Code.

C. Conditions for Approval of Transfer

If you (and your owners) are in full compliance with this Agreement, then you may request our consent to a proposed transfer. Any transfer is subject to our sole discretion. We may condition any consent on compliance with requirements we determine appropriate, which may include the following:

(1) If the proposed transfer involves transfer of a non-controlling ownership interest in you, the proposed transferee and its owners must be of good moral character and otherwise meet our then-applicable standards for non-controlling owners of DOS TOROS Restaurant franchisees, sign our then-current form of Guaranty or, if applicable, Undertaking of Obligations, and pay us a Two-Thousand-Five-Hundred Dollar ($2,500) transfer fee. The term "controlling ownership interest" is defined in Section 21.M; or

(2) If the proposed transfer involves the franchise rights granted by this Agreement or a controlling ownership interest in you or in an Entity owning a controlling ownership interest in you, or is one of a series of transfers (regardless of the timeframe over which those transfers take place) in the aggregate transferring the franchise rights granted by this Agreement or a controlling ownership interest in you or in an Entity owning a controlling ownership interest in

you, then we will not unreasonably withhold our approval of a proposed transfer meeting all of the following conditions (provided, however, there may be no such transfer until after the Restaurant has opened for business):

(a) on both the date you send us the transfer request and the transfer's proposed effective date: (i) the transferee and its direct and indirect owners have the necessary business experience, aptitude, and financial resources to operate the Restaurant; (ii) the transferee otherwise is qualified under our then-existing standards for the approval of new franchisees or of existing franchisees interested in acquiring additional franchises (including the transferee and its affiliates are in substantial operational compliance, at the time of the application, under all other franchise agreements for DOS TOROS Restaurants to which they then are parties with us); and (iii) the transferee and its owners are not restricted by another agreement (whether or not with us) from purchasing the Restaurant or the ownership interest in you or the Entity that owns a controlling ownership interest in you;

(b) on both the date you send us the transfer request and the transfer's proposed effective date, you have paid all required Royalties, Brand Fund contributions, and other amounts owed to us and our affiliates relating to this Agreement and the Restaurant, have submitted all required reports and statements, and are not in breach of any provision of this Agreement or another agreement with us or our affiliates relating to the Restaurant;

(c) on both the date you send us the transfer request and the transfer's proposed effective date, neither the transferee nor any of its direct or indirect owners or affiliates operates, has an ownership interest in, or performs services for a Competitive Business in the Area of Protection;

(d) before or after the transfer's proposed effective date (as we determine), the transferee's operator and management personnel, if different from your Operator and management personnel, satisfactorily complete our then-current Initial Training;

(e) the transferee has the right to occupy the Restaurant's site for the expected franchise term;

(f) before the transfer's proposed effective date, the transferee and each of its owners (if the transfer is of the franchise rights granted by this Agreement), or you and your owners (if the transfer is of a controlling ownership interest in you or in an Entity owning a controlling ownership interest in you), if we so require, sign our then-current form of franchise agreement and related documents (including a Guaranty and, if applicable, Undertaking of Obligations), any and all of the provisions of which may differ materially from any and all of those contained in this Agreement, provided, however, that (i) the term of the new franchise agreement signed will equal the unexpired portion of the Term, (ii) the Royalty and Brand Fund contribution levels specified in this Agreement will be substituted into the then-current form of franchise agreement that you sign for the balance of the initial franchise term (i.e., the unexpired portion of the Term), and (iii) the Area of

Protection defined in this Agreement will be substituted into the then-current form of franchise agreement that you sign for the balance of the initial franchise term (i.e., the unexpired portion of the Term).;

(g) before the transfer's proposed effective date, you or the transferee pays us a transfer fee equal to Ten-Thousand Dollars ($10,000), although if the proposed transfer is to or among your owners, or to an Entity you control, then the transfer fee will be Two-Thousand Five-Hundred Dollars ($2,500);

(h) before the transfer's proposed effective date, the transferee agrees to repair and/or replace Operating Assets and upgrade the Restaurant (including its physical structure) in accordance with our then-current requirements and specifications for new DOS TOROS Restaurants within the timeframe we specify following the transfer's effective date;

(i) before the transfer's proposed effective date, you (and your transferring owners) sign a general release, in a form satisfactory to us, of any and all claims against us and our affiliates and our and their respective owners, officers, directors, employees, representatives, agents, successors, and assigns;

(j) we have determined that the purchase price, payment terms, and required financing will not adversely affect the transferee's operation of the Restaurant;

(k) if you or your owners finance any part of the purchase price, you and they agree before the transfer's proposed effective date that the transferee's obligations under promissory notes, agreements, or security interests reserved in the Operating Assets, the Restaurant (including its physical structure), or ownership interests in you are subordinate to the transferee's (and its owners') obligation to pay Royalties, Brand Fund contributions, and other amounts due to us and our affiliates and otherwise to comply with this Agreement;

(l) before the transfer's proposed effective date, you and your transferring owners agree, for two (2) years beginning on the transfer's effective date, not to engage in any activity proscribed in Section 19.E below (and to use your and their best efforts to cause your and their agents, representatives, and affiliates not to engage in any such proscribed activity); and

(m) before the transfer's proposed effective date, you and your transferring owners agree not directly or indirectly at any time after the transfer or in any manner (except with other DOS TOROS Restaurants you or they own or operate) to: (i) identify yourself or themselves in any business as a current or former DOS TOROS Restaurant or as one of our franchisees; (ii) use any Mark, any colorable imitation of a Mark, any trademark, service mark, or commercial symbol that is confusingly similar to any Mark, any copyrighted items, or other indicia of a DOS TOROS Restaurant for any purpose; or (iii) utilize for any purpose any trade dress, trade name, trademark, service mark, or other commercial symbol suggesting or indicating a connection or association with us.

You acknowledge that we have legitimate reasons to evaluate the qualifications of potential transferees and to analyze and critique the terms of their purchase contracts with you. Therefore, our contact with potential transferees to protect our business interests will not constitute improper or unlawful conduct. You expressly authorize us to investigate any potential transferee's qualifications, to analyze and critique the proposed purchase terms, to communicate candidly and truthfully with the transferee regarding your operation of the Restaurant, and to withhold our consent, as long as our decision is not unreasonable, even if the conditions in clauses (2)(a) through (2)(m) above are satisfied. You waive any claim that our decision to withhold approval of a proposed transfer in order to protect our business interests—if that decision was reasonable despite satisfaction of the conditions in clauses (2)(a) through (2)(m) above—constitutes tortious interference with contractual or business relationships or otherwise violates any Law. We may review all information regarding the Restaurant you give the proposed transferee, correct any information we believe is inaccurate, and give the proposed transferee copies of any reports you have given us or we have made regarding the Restaurant.

Notwithstanding anything to the contrary in this Section 16, we need not consider a proposed transfer of a controlling or non-controlling ownership interest in you, or a proposed transfer of this Agreement, until you (or an owner) and the proposed transferee first send us a copy of the bona fide offer to purchase or otherwise acquire the particular interest from you (or the owner). For an offer to be considered "bona fide," we may require it to include a copy of all proposed agreements between you (or your owner) and the proposed transferee related to the sale, assignment, or transfer.

D. Transfer to a Wholly-Owned or Affiliated Entity

Notwithstanding Section 16.C above, if you are in full compliance with this Agreement, you may transfer this Agreement, together with the Operating Assets and all other assets associated with the Restaurant (including its physical structure), to an Entity that will conduct no business other than the Restaurant and, if applicable, other DOS TOROS Restaurants and of which you or your then-existing owners own and control one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests, provided that all Restaurant assets are owned, and the Restaurant is operated, only by that single Entity. The Entity must expressly assume all of your obligations under this Agreement, but you will remain personally liable under this Agreement as if the transfer to the Entity did not occur. Transfers of ownership interests in that Entity are subject to the restrictions in Section 16.C.

E. Effect of Consent to Transfer

Our consent to any transfer is not a representation of the fairness of any contract terms between you (or your owner) and the transferee, a guarantee of the Restaurant's or transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand full compliance with this Agreement.

17. Expiration of Agreement

When this Agreement expires (unless it is terminated sooner), you may, with our approval, acquire a successor franchise to continue operating the Restaurant for a term we determine, but only if you:

(a) have requested in writing and conducted with us a business review at least six (6) months, but not more than nine (9) months, before the end of the Term and then have formally notified us of your desire to acquire a successor franchise no less than three (3) months before the end of the Term;

(b) have substantially complied with all of your obligations under this Agreement and all other agreements with us or our affiliates related to the Restaurant, including operated the Restaurant in substantial compliance with Brand Standards, during the Term, as noted in the business review we conduct;

(c) continue complying substantially with all of your obligations under this Agreement and all other agreements with us or our affiliates related to the Restaurant between the time you formally notify us of your desire to acquire a successor franchise and the end of the Term;

(d) have secured from the Host Venue a renewal of your right to occupy the Restaurant at its original site or such other site that is acceptable to us for the entire duration of the successor term, on terms and conditions acceptable to us at that time;

(e) have remodeled and upgraded the Restaurant, and otherwise have brought the Restaurant into full compliance with then-applicable specifications and standards for new DOS TOROS Restaurants (regardless of cost) before this Agreement expires. We have no obligation to grant you a successor franchise if you wish to relocate the Restaurant or no longer have the right to occupy the Restaurant at its original site; and

(f) we are then offering or granting to third parties the right to develop and operate DOS TOROS Restaurants.

To acquire a successor franchise, you and your owners must: (i) sign our then-current form of franchise agreement (and related documents), which may contain terms and conditions differing materially from any and all of those in this Agreement, including higher Royalties and a modified or smaller Area of Protection, and will be modified to reflect that it is for a successor franchise (i.e., including that no further successor franchises will be granted); (ii) pay us a successor-franchise fee equal to Five-Thousand Dollars ($5,000); and (iii) sign a general release in the form we specify as to any and all claims against us, our affiliates, and our and their respective owners, officers, directors, employees, agents, representatives, successors, and assigns. If you fail to sign and return the documents referenced above, together with the successor-franchise fee, within thirty (30) days after we deliver them to you, that will be deemed your irrevocable election not to acquire a successor franchise.

If you fail to notify us by the deadline specified in clause (a) above of your desire to acquire a successor franchise, or if you (and your owners) are not, both on the date you give us written notice of your election to acquire a successor franchise (at or after the business review) and on the date on which this Agreement expires, in substantial compliance with this Agreement and all other agreements with us or our affiliates related to the Restaurant, you acknowledge that we need not grant you a successor franchise, whether or not we had, or chose to exercise, the right to terminate this Agreement during its Term under Section 18. We may condition our grant of a successor franchise on your completing certain requirements on or before designated deadlines following commencement of the successor-franchise term.

18. Termination of Agreement

A. Termination by You

You may terminate this Agreement if we materially breach any of our obligations under this Agreement and fail to correct that breach within thirty (30) days after you deliver written notice to us of the breach; provided, however, if we cannot reasonably correct the breach within those thirty (30) days but give you within the thirty (30) days evidence of our effort to correct the breach within a reasonable time period, then the cure period will run through the end of that reasonable time period. Your termination of this Agreement other than according to this Section 18.A will be deemed a termination without cause and your breach of this Agreement.

B. Termination by Us

We may at our option terminate this Agreement, effective immediately upon delivery of written notice of termination to you, upon the occurrence of any one of the following events:

(1) you (or any of your direct or indirect owners) have made or make any material misrepresentation or omission in connection with your application for and acquisition of the franchise or your operation of the Restaurant, including, without limitation, by intentionally or through your gross negligence understating the Restaurant's Gross Sales for any period;

(2) you fail to develop, open, and begin operating the Restaurant in compliance with this Agreement, including all Brand Standards (including with a fully-trained staff), on or before the Opening Deadline;

(3) you (a) abandon the Restaurant, meaning you have deserted, walked away from, or closed the Restaurant under circumstances leading us to conclude that you have no intent to return to the Restaurant, regardless of how many days have passed since the apparent abandonment, or (b) fail actively and continuously to operate the Restaurant for at least three (3) consecutive business days (except where closure is due to fire, riot, flood, terrorist acts, or natural disaster and you notify us within three (3) days after the particular occurrence to obtain our written approval to remain closed for an agreed-upon amount of time as is necessary under the circumstances before we will require you to re-open);

(4) you, any of your owners, or the owner of a controlling ownership interest in an Entity with an ownership interest in you makes a purported transfer in violation of Section 16;

(5) you (or any of your direct or indirect owners) are or have been convicted by a trial court of, or plead or have pleaded guilty or no contest to, a felony;

(6) you (or any of your direct or indirect owners) engage in any dishonest, unethical, immoral, or similar conduct as a result of which your (or the owner's) association with the Restaurant (or the owner's association with you) could, in our reasonable opinion, have a material adverse effect on the goodwill associated with the Marks;

(7) a lender forecloses on its lien on a substantial and material portion of the Restaurant's assets;

(8) an entry of judgment against you involving aggregate liability of Twenty-Five Thousand Dollars ($25,000) or more in excess of your insurance coverage, and the judgment remains unpaid for ten (10) days or more following its entry;

(9) you (or any of your direct or indirect owners) misappropriate any Confidential Information or violate any provisions of Section 12, including, but not limited to, by holding interests in or performing services for a Competitive Business;

(10) you violate any material Law or any requirement of the Host Venue relating to the Restaurant's development, operation, or marketing and do not (a) begin to correct the noncompliance or violation immediately after delivery of written notice (regardless of by whom sent to you) or (b) completely correct the noncompliance or violation within the time period prescribed by Law, unless, in the case of both (a) and (b), you are in good faith contesting your liability for the violation through appropriate proceedings or, in the case of (b) only, you provide reasonable evidence to us and the relevant authority of your continued efforts to correct the violation within a reasonable time period, and provided that in each case, at no time does the existence of any such violation presents imminent risk to public health and safety;

(11) you fail to report the Restaurant's Gross Sales or to pay us or any of our affiliates any amounts when due and do not correct the failure within five (5) days after delivery of written notice;

(12) you underreport the Restaurant's Gross Sales by two percent (2%) or more on three (3) separate occasions within any twenty-four (24) consecutive-month period or by five percent (5%) or more during any reporting period;

(13) you disable the Restaurant's Technology System, close the Restaurant's business checking or other account from which we debit required payments without complying with Section 5.C, or otherwise intentionally prevent us from debiting required payments;

(14) you fail to maintain the insurance we require for the Restaurant or to send us satisfactory evidence of such insurance coverage within the required time, or significantly modify your insurance coverage without our written approval, and do not correct the failure within five (5) days after delivery of written notice;

(15) you fail to pay when due any federal or state income, service, sales, employment, or other taxes due on the Restaurant's operation, unless you are in good faith contesting your liability for such taxes through appropriate proceedings;

(16) you (or any of your direct or indirect owners) (a) fail on three (3) or more separate occasions within any twelve (12)-consecutive-month period to comply with this Agreement (including any Brand Standard), whether or not you correct the failures after our delivery of notice to you (which includes failures identified and reported to you during any inspection we conduct under Section 15.A), or (b) fail on two (2) or more separate occasions within any six (6)-consecutive-month period to comply with the same obligation under this Agreement (including any Brand Standard), whether or not you correct the failures after our delivery of notice to you (which includes failures identified and reported to you during any inspection we conduct under Section 15.A);

(17) you fail to pay amounts you owe to our designated, approved, or recommended suppliers (unless you are contesting the amount in good faith), and/or you otherwise are in material default (and fail to cure within the allocated time) under any note, lease, or agreement we deem material relating to the Restaurant's operation or ownership;

(18) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of your property; the Restaurant is attached, seized, or levied upon, unless the attachment, seizure, or levy is vacated within sixty (60) days; or any order appointing a receiver, trustee, or liquidator of you or the Restaurant is not vacated within sixty (60) days following its entry;

(19) your or any of your owners' assets, property, or interests are blocked under any Law relating to terrorist activities, or you or any of your owners otherwise violate any such Law;

(20) you lose the right to occupy the Restaurant's premises due to your Lease default (even if you have not yet vacated the Restaurant's premises) and/or your contract with the applicable Host Venue is terminated or lost for any reason;

(21) you lose the right to occupy the Restaurant's premises (but not due to your Lease default), or the Restaurant is damaged to such an extent that you cannot operate the Restaurant at its existing location over a thirty (30)-day period, and you fail both to relocate the Restaurant to a substitute site we accept and to begin operating the Restaurant at that substitute site within one-hundred-eighty (180) days from the first date on which you could not operate the Restaurant at its existing location;

(22) you fail to comply with any other obligation under this Agreement or any other agreement between us (or any of our affiliates) and you relating to the Restaurant, including, without limitation, any Brand Standard, and do not correct the failure to our satisfaction within thirty (30) days after we deliver written notice;

(23) you cause or contribute to a Data Security Incident or fail to comply with any requirements to protect Consumer Data;

(24) we send you (or your affiliates) a notice of termination under another franchise agreement between us and you (or your affiliates) for a DOS TOROS Restaurant; you (or your affiliates) terminate a franchise agreement with us without cause (as defined in the franchise agreement), or you (or your affiliates) cease operating a DOS TOROS Restaurant without our approval;

(25) our affiliate sends you (or your affiliates) a notice of termination under any franchise agreement between our affiliate and you (or your affiliates) for the operation of a branded-concept unit franchised or licensed by our affiliate, you(or your affiliates) terminate such a franchise agreement without cause (as defined in the franchise agreement), or you (or your affiliates) cease operating any such branded-concept unit without our affiliate's approval;

(26) you allow any condition to exist which presents imminent risk to public health and safety, and fail to correct such condition within 48 hours of notice from us;

(27) the Host Venue requires that you change the configuration, location, or operations of the Restaurant, and/or implements any rules or policies that would materially conflict with the terms of this Agreement or the Brand Standards (and we do not approve such deviation); or

(28) you are in default of your obligations under the Alcoholic Beverage Rider (if applicable) and you do not cure your default within five (5) days after notice from us.

C. Other Remedies upon Default

Upon your failure to remedy any noncompliance with any provision of this Agreement, including any Brand Standard, or another default specified in any written notice issued to you under Section 18.B within the time period (if any) we specify in our notice, we have the right, until the failure has been corrected to our satisfaction, to take any one or more of the following actions:

(1) suspend your right to participate in one or more advertising, marketing, or promotional programs that we or our affiliates provide;

(2) suspend or terminate your participation in any temporary or permanent fee reductions to which we might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise);

(3) temporarily suspend or permanently terminate your right (if applicable) to sell alcoholic beverages at the Restaurant; and/or

(4) refuse to provide any operational support this Agreement requires.

Exercising any of these rights will not constitute an actual or constructive termination of this Agreement or be our sole and exclusive remedy for your default. We may at any time after the applicable cure period under the written notice has lapsed (if any) terminate this Agreement without giving you any additional corrective or cure period. During any suspension period, you must continue paying all fees and other amounts due under, and otherwise comply with, this Agreement and all related agreements. Our election to suspend your rights as provided above is not our waiver of any breach of this Agreement. If we rescind any suspension of your rights, you are not entitled to any compensation (including, without limitation, repayment, reimbursement, refunds, or offsets) for any fees, charges, expenses, or losses you might have incurred due to our exercise of any suspension right provided above.

19. Rights and Obligations upon Termination or Expiration of This Agreement

A. Payment of Amounts Owed

You agree to pay us within fifteen (15) days after this Agreement expires or is terminated, or on any later date we determine the amounts due to us, the Royalties, late fees and interest, and other amounts owed to us (and our affiliates) that are then unpaid.

B. De-Identification

Upon termination or expiration of this Agreement, you must de-identify the Restaurant in compliance with this Section 19.B and as we reasonably require. De-identification includes, but is not limited to, taking the following actions:

(1) you and your owners may not directly or indirectly at any time afterward or in any manner (except in connection with other DOS TOROS Restaurants you or they own and operate): (a) identify yourself or themselves in any business as a current or former DOS TOROS Restaurant or as one of our current or former franchisees; (b) use any Mark, any colorable imitation of a Mark, any trademark, service mark, or commercial symbol that is confusingly similar to any Mark, any copyrighted items, or other indicia of a DOS TOROS Restaurant for any purpose; or (c) use for any purpose any trade dress, trade name, trademark, service mark, or other commercial symbol suggesting or indicating a connection or association with us.

(2) immediately upon the effective date of termination or expiration, you must take the action required to cancel all fictitious- or assumed-name or equivalent registrations relating to your use of any Mark;

(3) you must at your own cost, and without any payment from us for such items, destroy all signs, Marketing Materials, forms, and other materials containing any Mark within twenty (20) days after termination or expiration. If you fail to do so voluntarily, we and our representatives may enter the Restaurant at our convenience and remove these items without

liability to you, the landlord, or any other third party for trespass or any other claim. You must reimburse our costs of doing so. Notwithstanding the above, after termination or expiration you may sell these branded items to another DOS TOROS Restaurant franchisee ;

(4) you must at your own cost, and without any payment from us for such items, destroy all materials that are proprietary to the DOS TOROS Restaurant brand within thirty (30) days after termination or expiration. If you fail to do so voluntarily when we require, we and our representatives may enter the Restaurant at our convenience and remove these items without liability to you, the landlord, or any other third party for trespass or any other claim. You must reimburse our costs of doing so. Notwithstanding the above, after termination or expiration you may sell these branded items to another DOS TOROS Restaurant franchisee;

(5) you must at your own expense within twenty (20) days after termination or expiration make the alterations we specify to distinguish the Restaurant clearly from its former appearance and from other DOS TOROS Restaurants in order to prevent public confusion. If you fail to do so voluntarily when we require, we and our representatives may enter the Restaurant at our convenience and take this action without liability to you, your landlord, or any other third party for trespass or any other claim. We need not compensate you or the landlord for any alterations. You must reimburse our costs of de-identifying the Restaurant;

(6) you must within fifteen (15) days after termination or expiration notify the telephone company and all telephone directory publishers (both web-based and print) of the termination or expiration of your right to use any telephone or other numbers and telephone directory listings associated with any Mark; authorize, and not interfere with, the transfer of those numbers and directory listings to us or at our direction; and/or instruct the telephone company to forward all calls made to your numbers to numbers we specify. If you fail to do so, we may take whatever action and sign whatever documents we deem appropriate on your behalf to effect these events; and

(7) you must immediately cease using or operating any Digital Marketing and Social Media related to the Restaurant or the Marks, take all action required to disable Digital Marketing and Social Media accounts, and cancel all rights in and to any accounts for such Digital Marketing and Social Media (unless we request you to assign them to us).

C. Confidential Information

Upon termination or expiration of this Agreement, you and your owners must immediately cease using any of our Confidential Information in any business or otherwise and return to us all copies of the Operations Manual and any other confidential materials to which we gave you access. You may not sell, trade, or otherwise profit in any way from any Consumer Data or other Confidential Information at any time after expiration or termination of this Agreement.

D. Covenant Not to Compete

Upon our termination of this Agreement in compliance with its terms, your termination of this Agreement without cause, or expiration of this Agreement (without the grant of a successor franchise), for a period of two (2) years from the date of such termination or expiration, you and each Franchisee Related Party therefore agree that you and each Franchisee Related Party will not (and will use best efforts to cause your or their respective owners, agents, representatives, and affiliates not to) take any of the following actions within the Area of Protection:

(1) have any direct or indirect, controlling or non-controlling interest as an owner—whether of record, beneficial, or otherwise—in any Competitive Business; or

(2) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business.

The above restriction does not prohibit ownership of shares of a class of securities publicly-traded on a United States stock exchange and representing less than three percent (3%) of the number of shares of that class of securities issued and outstanding.

If a restricted person does not begin to comply with these competitive restrictions immediately, the two (2)-year restrictive period for that non-compliant person will not start to run until the date on which that person begins to comply with the competitive restrictions (whether or not due to the entry of a court order enforcing this provision). The running of the two (2)-year restrictive period for a restricted person will be suspended whenever that restricted person breaches this Section and will resume when that person resumes compliance. The restrictive period also will be tolled automatically during the pendency of a proceeding in which either party challenges or seeks to enforce these competitive restrictions. These restrictions also apply after a permitted transfer under Section 16 above to the transferring parties. You and the Franchisee Related Parties expressly acknowledge that you (and they) possess skills and abilities of a general nature and have other opportunities for exploiting those skills. Consequently, our enforcing the covenants made in this Section 19.D will not deprive you (and them) of personal goodwill or the ability to earn a living. The terms of Section 12.B of this Agreement also apply to the competitive restrictions described in this Section 19.D.

E. Liquidated Damages

If we terminate this Agreement for cause under Section 18.B, or if you terminate this Agreement without cause, before the Term's scheduled expiration date, you acknowledge and confirm that we will suffer substantial damages as a result of such termination, including Brand Damages. "**Brand Damages**" means lost Royalties, lost market penetration and goodwill, loss of DOS TOROS Restaurant representation in the Restaurant's market area, customer confusion, lost opportunity costs, and expenses that we will incur in developing or finding another franchisee to develop another DOS TOROS Restaurant in the Restaurant's market area. We and you acknowledge that Brand Damages are difficult to estimate accurately, and proof of Brand Damages would be burdensome and costly, although such damages are real and meaningful to us. Therefore, upon termination of this Agreement, as provided above, before the Term's scheduled expiration date, you agree to pay us in a lump sum, within the timeframe we specify, liquidated damages equal to the product of either twenty-four (24) or the number of months that would have remained in the Term (as of the effective date of termination) had it not been terminated, whichever is shorter, multiplied by the average monthly Royalties that were due and payable to us during the twelve (12) months before the month of termination (or for such lesser period that the Restaurant has been open, if less than twelve (12) months).

You agree that the liquidated damages calculated under this Section 19.E represent the best estimate of our Brand Damages arising from any termination of this Agreement before the Term expires. Your payment of the liquidated damages to us will not be considered a penalty but, rather, a reasonable estimate of fair compensation to us for the Brand Damages we will incur because this Agreement did not continue for the Term's full length. You acknowledge that your payment of liquidated damages is full compensation to us only for the Brand Damages resulting from the early termination of this Agreement and is in addition to, and not in lieu of, your obligations to pay other amounts due to us under this Agreement as of the effective date of termination and to comply strictly with the de-identification procedures of Section 19.B and your other post-termination obligations. If any valid law or regulation governing this Agreement limits your obligation to pay, and/or our right to receive, the liquidated damages for which you are obligated under this Section, then you will be liable to us for any and all Brand Damages we incur, now or in the future, as a result of your breach of this Agreement.

F. Continuing Obligations

All of our and your (and your owners') obligations expressly surviving expiration or termination of this Agreement will continue in full force and effect after and notwithstanding its expiration or termination and until they are satisfied in full.

20. Relationship of the Parties; Indemnification

A. Independent Contractors

(1) This Agreement does not create a fiduciary relationship between you and us (or any affiliate of ours). You have no authority, express or implied, to act as an agent for us or our affiliates for any purpose. You are, and will remain, an independent contractor responsible for all obligations and liabilities of, and for all losses or damages to, the Restaurant and its assets, including any personal property, equipment, fixtures, or real property, and for all claims or demands based on damage to or destruction of property or based on injury, illness, or death of any person resulting directly or indirectly from the Restaurant's operation.

(2) We and you are entering this Agreement with the intent and expectation that we and you are and will be independent contractors. Further, we and you are not and do not intend to be partners, joint venturers, associates, or employees of the other in any way, and we (and our affiliates) will not be construed to be jointly liable for any of your acts or omissions under any circumstances. We (and our affiliates) are not the employer or joint employer of the Restaurant's employees. You are solely responsible for managing and supervising the Restaurant through the General Manager and other Restaurant's employees. You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, Restaurant personnel, and others as the Restaurant's owner, operator, and manager under a franchise we have granted and to place notices of independent ownership at the Restaurant and on the forms, business cards, stationery, advertising, e-mails, and other materials we require from time to time.

(3) We (and our affiliates) will not exercise direct or indirect control over the working conditions of Restaurant personnel, except to the extent such indirect control is related to our legitimate interest in protecting the quality of our products, services, or brand. We (and our affiliates) do not share or codetermine the employment terms and conditions of the Restaurant's employees and do not affect matters relating to the employment relationship between you and the Restaurant's employees, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. To that end, you must notify Restaurant personnel that you are their employer and that we, as the franchisor of DOS TOROS Restaurants, and our affiliates are not their employer or joint employer and do not engage in any employer-type activities for which only franchisees are responsible, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. You also must obtain an acknowledgment (in the form we specify or approve) from all Restaurant employees that you (and not we or our affiliates) are their employer.

B. No Liability for Acts of Other Party

We and you may not make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our relationship with you is other than franchisor and franchisee. We will not be obligated for any damages to any person or property directly or indirectly arising from the Restaurant's operation or the business you conduct under this Agreement.

C. Taxes

We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property, employment, or other taxes, whether levied upon you or the Restaurant, due to the business you conduct (except for our own income taxes). You must pay those taxes and reimburse us for any taxes we must pay to any taxing authority on account of either your Restaurant's operation or payments you make to us (except for our own income taxes).

D. Insurance

During the Term, you must maintain in force at your sole expense insurance coverage for the Restaurant in the amounts, and covering the risks, we periodically specify in the Operations Manual. We may require some or all of your insurance policies to provide for waiver of subrogation in favor of us and certain of our affiliates. Your insurance carriers must be licensed to do business in the state in which the Restaurant is located and be rated A-, VII or higher by A.M. Best and Company, Inc. (or such similar criteria we periodically specify). Insurance policies must be in effect before you begin constructing the Restaurant. We may periodically increase the amounts of coverage required under those insurance policies and/or require different or additional insurance coverage at any time to reflect inflation, identification of new risks, changes in Law or standards of liability, higher damage awards, or relevant changes in circumstances. Insurance policies must name us and any affiliates we periodically designate as additional insureds and provide for thirty (30) days' prior written notice to us of any policy's material modification, cancellation, or non-renewal and notice to us of any non-payment. You must periodically, including before the Restaurant opens for business, send us a valid certificate of insurance or duplicate insurance policy evidencing the coverage specified above and the payment of premiums. We may require you to use our designated insurance broker to facilitate your compliance with these insurance requirements. We have the right to obtain insurance coverage for the Restaurant at your expense if you fail to do so, in which case you must promptly reimburse our costs. We also have the right to defend claims in our sole discretion.

E. Indemnification

To the fullest extent permitted by Law, you must indemnify and hold harmless us, our affiliates, and our and their respective owners, directors, officers, employees, agents, successors, and assignees (the "**Indemnified Parties**") against, and reimburse any one or more of the Indemnified Parties for, all Losses (defined below) incurred as a result of:

(1) a claim threatened or asserted;

(2) an inquiry made formally or informally; or

(3) a legal action, investigation, or other proceeding brought

by a third party and directly or indirectly arising out of:

(i) the Restaurant's construction, design, or operation;

(ii) the business you conduct under this Agreement;

(iii) your noncompliance or alleged noncompliance with any Law, including any allegation that we or another Indemnified Party is an employer or joint employer or otherwise responsible for your acts or omissions relating to the Restaurant's employees;

(iv) a Data Security Incident; or

(v) your breach of this Agreement.

You also agree to defend the Indemnified Parties (unless an Indemnified Party chooses to defend at your expense as provided in the following paragraph) against any and all such claims, inquiries, actions, investigations, and proceedings, including those alleging the Indemnified Party's negligence, gross negligence, willful misconduct, and willful wrongful omissions. However, you have no obligation to indemnify or hold harmless an Indemnified Party for any Losses to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party's negligence, willful misconduct, or willful wrongful omissions, so long as the claim to which those Losses relate is not asserted on the basis of theories of vicarious liability (including agency, apparent agency, or joint employment) or our failure to compel you to comply with this Agreement.

For purposes of this indemnification and hold harmless obligation, "**Losses**" includes all obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs that any Indemnified Party incurs. Defense costs include, without limitation, accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, whether or not litigation, arbitration, or alternative dispute resolution actually is commenced. Each Indemnified Party, with its own counsel and at your expense, may defend and otherwise respond to and address any claim threatened or asserted or inquiry made, or any action, investigation, or proceeding brought (instead of having you defend it with your counsel, as provided in the preceding paragraph), and, in cooperation with you, agree to settlements or take any other remedial, corrective, or other actions, for all of which defense and response costs and other Losses you are solely responsible (except as provided in the last sentence of the preceding paragraph).

Your obligations under this Section will continue in full force and effect after and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against you under this Section. A failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section.

21. Enforcement

A. Severability

(1) Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable. If, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future Law in a final, unappealable ruling issued by any court, arbitrator, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of or otherwise affect any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant restricting competitive activity is deemed unenforceable due to its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be reformed to the extent necessary to be reasonable and enforceable, and then enforced to the fullest extent permissible, under the Laws and public policies applied in the jurisdiction whose Laws determine the covenant's validity.

(2) If any applicable and binding Law requires more notice than this Agreement requires of the termination of this Agreement or of our refusal to grant a successor franchise, or if under any applicable and binding Law any provision of this Agreement, including any Brand Standard, is invalid, unenforceable, or unlawful, the notice and/or other action required by the Law will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or Brand Standard to the extent required to be valid and enforceable or delete the unlawful provision entirely. You agree to be bound by any promise or covenant imposing the maximum duty the Law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

B. Waiver of Obligations and Force Majeure

(1) We and you may in writing unilaterally waive or reduce any contractual obligation or restriction upon the other, effective upon delivery of written notice to the other or another effective date stated in the waiver notice. However, no interpretation, change, termination, or waiver of any provision of this Agreement will bind us unless in writing, signed by one of our officers, and specifically identified as an amendment to this Agreement. No modification, waiver, termination, discharge, or cancellation of this Agreement affects the right of any party to this Agreement to enforce any claim or right under this Agreement, whether or not liquidated, which occurred before the date of such modification, waiver, termination, discharge, or cancellation. Any waiver granted is without prejudice to any other rights we or you have, is subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of ten (10) days' prior written notice.

(2) We and you will not waive or impair any right, power, or option this Agreement reserves (including our right to demand your strict compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before the Term expires) because of any custom or practice varying from this Agreement's terms; our or your failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including your compliance with any Brand Standard; our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other DOS TOROS Restaurants; the existence of franchise agreements for other DOS TOROS Restaurants containing provisions differing from those contained in this Agreement; or our acceptance of any payments from you after any breach of this Agreement. No special or restrictive legend or endorsement on any payment or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction. We may remove any legend or endorsement, which will have no effect.

(3) Neither we nor you will be liable for loss or damage or be in breach of this Agreement if our or your failure to perform obligations results from: (a) acts of God; (b) fires, strikes, embargoes, war, terrorist acts or similar events, or riot; (c) compliance with the orders, requests, or regulations of any federal, state, or municipal government; or (d) any other similar event or cause. Any delay resulting from these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. However, these causes will not excuse payment of amounts owed at the time of the occurrence or payment of Royalties and other amounts due afterward. Under no circumstances do any financing delays, difficulties, or shortages excuse your failure to perform or delay in performing your obligations under this Agreement.

C. Costs and Attorneys' Fees

If we incur costs and expenses (internal or external) to enforce our rights or your obligations under this Agreement because you have failed to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, you agree to reimburse all costs and expenses we incur, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees. Your obligation to reimburse us arises whether or not we begin a formal legal proceeding against you to enforce this

Agreement. If we do begin a formal legal proceeding against you, the reimbursement obligation applies to all costs and expenses we incur preparing for, commencing, and prosecuting the legal proceeding and until the proceeding has completely ended (including appeals and settlements).

D. You May Not Withhold Payments

You may not withhold payment of any amounts owed to us or our affiliates due to our alleged nonperformance of our obligations under this Agreement or for any other reason. You specifically waive any right you have at Law or in equity to offset any monies you owe us or our affiliates or to fail or refuse to perform any of your obligations under this Agreement.

E. Rights of Parties Are Cumulative

Our and your rights under this Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Agreement will not preclude our or your exercise or enforcement of any other right or remedy that we or you are entitled by Law to enforce.

F. Arbitration

All controversies, disputes, or claims between us (and our affiliates and our and their respective owners, officers, directors, agents, and employees, as applicable) and you (and your affiliates and your and their respective owners, officers, and directors, as applicable) arising out of or related to:

(1) this Agreement or any other agreement between you (or your owner) and us (or our affiliate) relating to the Restaurant or any provision of any such agreements;

(2) our relationship with you;

(3) the validity of this Agreement or any other agreement between you (or your owner) and us (or our affiliate) relating to the Restaurant, or any provision of any such agreements, and the validity and scope of the arbitration obligation under this Section; or

(4) any Brand Standard,

must be submitted for arbitration to the American Arbitration Association. Except as otherwise provided in this Agreement, such arbitration proceedings will be heard by one (1) arbitrator in accordance with the then-existing Commercial Arbitration Rules of the American Arbitration Association. All proceedings, including the hearing, will be conducted at a suitable location that is within ten (10) miles of where we have our (or, in the case of a transfer by us, the then-current franchisor has its) principal business address when the arbitration demand is filed, currently, Rye Brook, New York. The arbitrator will have no authority to select a different hearing locale other than as described in the prior sentence. All matters within the scope of the Federal Arbitration Act (9 U.S.C. Sections 1 *et seq.*) will be governed by it and not by any state arbitration law.

The arbitrator has the right to award any relief he or she deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs (in accordance with 21.C above), provided that: (i) the arbitrator has no authority to declare any Mark generic or otherwise invalid; and (ii) subject to the exceptions in Section 21.I, we and you waive to the fullest extent the Law permits any right to or claim for any punitive, exemplary, treble, and other forms of multiple damages against the other. The arbitrator's award and decision will be conclusive and bind all parties covered by this Section, and judgment upon the award may be entered in a court specified or permitted in Section 21.H below.

We and you will be bound by any limitation under this Agreement or applicable Law, whichever expires first, on the timeframe in which claims must be brought. We and you further agree that, in connection with any arbitration proceeding, each must submit or file any claim constituting a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim not submitted or filed in the proceeding will be barred. The arbitrator may not consider any settlement discussions or offers either you or we made. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for the arbitration proceeding to take place and by doing so do not waive or relinquish our right to seek recovery of those costs in accordance with Section 21.C above.

We and you agree that arbitration will be conducted on an individual basis and not in a class, consolidated, or representative action, that only we (and our affiliates and our and their respective owners, officers, directors, agents, and employees, as applicable) and you (and your affiliates and your and their respective owners, officers, and directors, as applicable) may be the parties to any arbitration proceeding described in this Section, and that no such arbitration proceeding may be consolidated or joined with another arbitration proceeding involving us and/or any other person. Despite the foregoing or anything to the contrary in this Section or Section 21.A, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 21.F, then we and you agree that this arbitration clause will not apply to that dispute, and such dispute will be resolved in a judicial proceeding in accordance with this Section 21 (excluding this Section 21.F).

This Section's provisions are intended to benefit and bind certain third-party non-signatories and will continue in full force and effect after and notwithstanding expiration or termination of this Agreement.

Despite your and our agreement to arbitrate, each has the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, provided, however, each must contemporaneously submit its dispute for arbitration on the merits as provided in this Section.

G. Governing Law

Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 *et seq.*), or other federal Law, all controversies, disputes, or claims arising from or relating to:

(1) this Agreement or any other agreement between you (or your owners) and us (or our affiliates) relating to the Restaurant;

(2) our relationship with you;

(3) the validity of this Agreement or any other agreement between you (or your owners) and us (or our affiliate) relating to the Restaurant; or

(4) any Brand Standard,

will be governed by the Laws of the State of Delaware, without regard to its conflict of Laws rules. However, the provisions of any Delaware legislation regulating the offer or sale of franchises, business opportunities, or similar interests, or governing the relationship between a franchisor and a franchisee or any similar relationship, will not apply to the matters in clauses (1) through (4) above under any circumstances unless their jurisdictional requirements and definitional elements are met independently without reference to this Section 21.G, and no exemption to their application exists.

H. Consent to Jurisdiction

Subject to the arbitration obligations in Section 21.F, you and your owners agree that all judicial actions brought by us against you or your owners, or by you or your owners against us, our affiliates, or our or their respective owners, officers, directors, agents, or employees, relating to this Agreement or the Restaurant must be brought exclusively in the state or federal court of general jurisdiction located closest to where we have our (or, in the case of a transfer by us, the then-current franchisor has its) principal business address when the action is commenced, currently, Rye Brook, New York. You and each of your owners irrevocably submit to the jurisdiction of such courts and waive any objection you or they might have to either jurisdiction or venue. Despite the foregoing, we may bring an action seeking a temporary restraining order or temporary or preliminary injunctive relief, or to enforce an arbitration award, in any federal or state court in the state in which you reside or the Restaurant is located.

I. Waiver of Punitive and Exemplary Damages

EXCEPT FOR YOUR INDEMNIFICATION OBLIGATIONS UNDER SECTION 20.E AND CLAIMS BASED ON YOUR UNAUTHORIZED USE OF THE MARKS OR UNAUTHORIZED USE OR DISCLOSURE OF ANY CONFIDENTIAL INFORMATION, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT THE LAW PERMITS ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE, AND OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IF THERE IS A DISPUTE BETWEEN US AND YOU (AND/OR YOUR OWNERS), THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES HE, SHE, OR IT SUSTAINS.

J. Waiver of Jury Trial

SUBJECT TO THE ARBITRATION OBLIGATIONS IN SECTION 21.F, WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU (OR YOUR OWNERS). WE AND YOU (AND YOUR OWNERS) ACKNOWLEDGE THAT WE AND YOU (AND THEY) MAKE THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER CONSIDERING THIS WAIVER'S RAMIFICATIONS.

K. Binding Effect

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors-in-interest. Subject to our right to modify the Operations Manual and Brand Standards, this Agreement may not be modified except by a written agreement signed by both you and us that is specifically identified as an amendment to this Agreement.

L. Limitations of Claims

EXCEPT FOR:

(1) CLAIMS ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US FOR ROYALTY OR ANY OTHER AMOUNTS THAT WOULD ACCRUE FOR AN OPERATING RESTAURANT UNDER THIS AGREEMENT; AND

(2) OUR (AND CERTAIN OF OUR RELATED PARTIES') RIGHT TO SEEK INDEMNIFICATION FROM YOU FOR THIRD-PARTY CLAIMS AS PROVIDED IN THIS AGREEMENT;

ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN US AND YOU WILL BE BARRED UNLESS AN ARBITRATION OR JUDICIAL PROCEEDING, AS PERMITTED, IS COMMENCED IN THE APPROPRIATE FORUM WITHIN TWO (2) YEARS FROM THE DATE ON WHICH THE VIOLATION, ACT, OR CONDUCT GIVING RISE TO THE CLAIM OCCURS, REGARDLESS OF WHEN THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIM. HOWEVER, IF THE TIME PERIOD FOR BRINGING AN ACTION UNDER ANY APPLICABLE STATE OR FEDERAL STATUTE OF LIMITATIONS IS SHORTER THAN THESE TWO (2) YEARS, WE AND YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE SHORTER STATUTE OF LIMITATIONS WILL APPLY.

M. Construction

(1) The preambles and exhibits are part of this Agreement, which, together with any riders or addenda signed at the same time as this Agreement and together with the Operations

Manual and Brand Standards, constitutes our and your entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between us and you relating to this Agreement's subject matter. There are no other oral or written representations, warranties, understandings, or agreements between us and you relating to this Agreement's subject matter. Notwithstanding the foregoing, nothing in this Agreement disclaims or requires you to waive reliance on any representation we made in the franchise disclosure document (including its exhibits and amendments) we delivered to you or your representative. Any policies we adopt and implement from time to time to guide our decision-making are subject to change, are not a part of this Agreement, and do not bind us. Except as provided in Sections 20.E and 21.F, nothing in this Agreement is intended or deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

(2) We and you have negotiated this Agreement's terms and agree that neither may claim the existence of an implied covenant of good faith and fair dealing to contravene or limit any express written term or provision of this Agreement.

(3) Headings of sections and paragraphs in this Agreement are for convenience only and do not define, limit, or construe the contents of those sections or paragraphs.

(4) References in this Agreement to "we," "us," and "our," with respect to all of our rights and all your obligations to us under this Agreement, include any of our affiliates with whom you deal. "**Affiliate**" means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us. "**Control**" means the power to direct or cause the direction of management and policies. If two or more persons are at any time the owners of the rights under this Agreement and/or the Restaurant, whether as partners or joint venturers, their representations, warranties, obligations, and liabilities to us will be joint and several. "**Owner**" means any person holding a direct or indirect ownership interest (whether of record, beneficial, or otherwise) or voting rights in you (or your owner or a transferee of this Agreement and the Restaurant or any interest in you), including any person who has a direct or indirect interest in you (or your owner or a transferee), this Agreement, or the Restaurant or any other direct or indirect legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets.

(5) References to a "**controlling ownership interest**" in you or one of your owners (if an Entity) mean the percent of voting shares or other voting rights resulting from dividing one hundred percent (100%) of the ownership interests by the number of owners. In the case of a proposed transfer of an ownership interest in you or one of your owners, whether a "controlling ownership interest" is involved must be determined both immediately before and immediately after the proposed transfer to see if a "controlling ownership interest" will be transferred (because of the number of owners before the proposed transfer) or will be deemed to have been transferred (because of the number of owners after the proposed transfer).

(6) "**Person**" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity. Unless otherwise specified, all references to a number of days mean calendar days and not business days. The term "**Restaurant**" includes all assets of the DOS TOROS Restaurant you operate under this Agreement, including its physical structure and revenue and

income. “**Include**,” “**including**,” and words of similar import will be interpreted to mean “including, but not limited to” and “including, without limitation,” and the terms following such words will be interpreted as examples, and not an exhaustive list, of the appropriate subject matter.

(7) This Agreement will become valid and enforceable only upon its full execution by you and us, although we and you need not be signatories to the same original, facsimile, or electronically-transmitted counterpart of this Agreement. A scanned copy of an originally-signed signature page that is sent as a .pdf by email or a signature page bearing an electronically/digitally captured signature and transmitted electronically will be deemed an original.

N. The Exercise of Our Business Judgment

Because complete and detailed uniformity under many varying conditions might not be possible or practical, we specifically reserve the right and privilege, as we deem best according to our business judgment, to vary Brand Standards or other aspects of the Franchise System for any franchisee. You have no right to require us to grant you a similar variation or accommodation.

We have the right to develop, operate, and change the Franchise System in any manner this Agreement does not specifically prohibit. Whenever this Agreement reserves our right to take or withhold an action, or to grant or decline to grant you the right to take or omit an action, we may, except as this Agreement specifically provides, make our decision or exercise our rights based on information then available to us and our judgment of what is best for us, DOS TOROS Restaurant franchisees generally, or the Franchise System when we make our decision, whether or not we could have made other reasonable or even arguably preferable alternative decisions and whether or not our decision promotes our financial or other individual interest.

22. Compliance with Anti-Terrorism Laws

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any Anti-Terrorism Law. “**Anti-Terrorism Laws**” means Executive Order 13224 issued by the President of the United States and all other present and future Laws, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners’ assets under the Anti-Terrorism Laws, constitutes good cause for immediate termination of this Agreement, as provided in Section 18 above.

23. Notices and Payments

All acceptances, approvals, requests, notices, and reports required or permitted under this Agreement will not be effective unless in writing and delivered to the party entitled to receive them in accordance with this Section 23. All such acceptances, approvals, requests, notices, and reports will be deemed delivered at the time delivered by hand; or one (1) business day after deposit with a nationally-recognized commercial courier service for next business day delivery; or three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid; and must be addressed to the party to be notified at its most current principal business address of which the notifying party has been notified and/or, with respect to any approvals and notices we send you or your owners, at the Restaurant's address. Payments and certain information and reports you must send us under this Agreement will be deemed delivered on any of the applicable dates described above or, if earlier, when we actually receive them electronically (all payments, information, and reports must be received on or before their due dates in the form and manner specified in this Agreement). As of the Effective Date of this Agreement, notices should be addressed to the following addresses unless and until a different address has been designated by written notice to the other party:

To us:	DT Franchising LLC 800 Westchester Avenue Suite N-321 Rye Brook, New York 10573 Attn: President
Notices to you and your owners:	______________________________ ______________________________ ______________________________

24. <u>No Waiver or Disclaimer of Reliance in Certain States</u>

The following provision applies only to franchisees and franchises that are subject to the state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, to be effective as of the Effective Date.

DT FRANCHISING LLC, a Delaware limited liability company	**FRANCHISEE**
By:______________________________	______________________________
Name: ______________________________	[Name]
Title:______________________________	
Date:______________________**	By:______________________________
**Effective Date	Title:______________________________
	Date: ______________________________

EXHIBIT A
TO DT FRANCHISING LLC
FRANCHISE AGREEMENT
(NON-TRADITIONAL LOCATIONS)

BASIC TERMS; FRANCHISEE AND ITS OWNERS

1. **Restaurant Address.** The Restaurant's physical address is ____________________________________. If you have not found and secured the Restaurant's site as of the Effective Date, we and you will identify the Restaurant's physical address in the blank above after you find and secure the site.

2. **Area of Protection**. The Restaurant's Area of Protection is described as follows: ____ ____ (see attached map, if applicable).

3. **Form**. Franchisee was incorporated or formed on ________________, 20__, under the laws of the State of _____________. Franchisee has not conducted business under any name other than Franchisee's corporate, limited liability company, or partnership name and (if applicable) _____________________.

4. **Designated Officer**: ____

5. **Owners**. The following list includes the full name of each individual or entity that is one of Franchisee's direct or indirect owners and fully describes the nature of each owner's interest. If one or more of Franchisee's owners are entities, please identify each such entity as well as the direct and indirect owners of such entity (attach additional pages if necessary to reflect the complete ownership chain).

Owner's Name	Description of Interest
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

EXHIBIT B -1
TO DT FRANCHISING LLC
FRANCHISE AGREEMENT
(NON-TRADITIONAL LOCATIONS)

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ _______ by _________________________________.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "**Agreement**") on this date by **DT FRANCHISING LLC**, a Delaware limited liability company ("**Franchisor**"), each of the undersigned personally and unconditionally (a) guarantees to Franchisor and its successors and assigns, for the term of the Agreement (including, without limitation, any extensions of its term) and afterward as provided in the Agreement, that _____________________________ ("**Franchisee**") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including, without limitation, any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including, without limitation, any amendments or modifications of the Agreement), including (i) monetary obligations, (ii) obligations to take or refrain from taking specific actions and to engage or refrain from engaging in specific activities, including, but not limited to, the non-competition, confidentiality, and transfer requirements, and (iii) the enforcement and other provisions in Sections 21, 22, and 23 of the Agreement, including the arbitration provision.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon Franchisor's pursuit of any remedies against Franchisee or another person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence Franchisor may from time to time grant to Franchisee or to another person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, any release of other guarantors), none of which will in any way modify or amend this Guaranty, which will continue and be irrevocable during the term of the Agreement (including, without limitation, any extensions of its term) and afterward for so long as any performance is or might be owed under the Agreement by Franchisee or any of its owners and for so long as Franchisor has any cause of action against Franchisee or any of its owners; (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers; and (6) any Franchisee indebtedness to the undersigned, for whatever reason, whether currently existing or hereafter arising, will at all times be inferior and subordinate to any indebtedness owed by Franchisee to Franchisor or its affiliates.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned will be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Franchisor; (ii) acceptance and notice of acceptance by Franchisor of his or her undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he or she may be entitled; and (iii) all rights to assert or plead any statute of limitations or other limitations period as to or relating to this Guaranty. The undersigned expressly acknowledges that the obligations under this Guaranty survive expiration or termination of the Agreement.

If Franchisor seeks to enforce this Guaranty in an arbitration, judicial, or other proceeding and prevails in that proceeding, Franchisor is entitled to recover its reasonable costs and expenses (including, but not limited to, attorneys' fees, arbitrators' fees, expert witness fees, costs of investigation and proof of facts, court costs, other arbitration or litigation expenses, and travel and living expenses) incurred in connection with the proceeding. If Franchisor is required to engage legal counsel in connection with the undersigned's failure to comply with this Guaranty, the undersigned must reimburse Franchisor for any of the above-listed costs and expenses Franchisor incurs, even if Franchisor does not commence a judicial or arbitration proceeding.

Subject to the arbitration obligations set forth in the Agreement and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Franchisor and the undersigned, must be brought exclusively in the state or federal court of general jurisdiction in the state, and in (or closest to) the city, where Franchisor has its principal business address when the action is commenced, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that Franchisor may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled. FRANCHISOR AND THE UNDERSIGNED IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY OF THEM. EACH ACKNOWLEDGES THAT THEY MAKE THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER CONSIDERATION OF THIS WAIVER'S RAMIFICATIONS.

[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)	**PERCENTAGE OF OWNERSHIP IN FRANCHISEE**
______________________________	______________________________%
______________________________	______________________________%
______________________________	______________________________%
______________________________	______________________________%
______________________________	______________________________%

<u>EXHIBIT B-2</u>
TO DT FRANCHISING LLC
FRANCHISE AGREEMENT
(NON-TRADITIONAL LOCATIONS)

<u>UNDERTAKING OF OBLIGATIONS</u>

THIS OWNER'S UNDERTAKING OF OBLIGATIONS is given this ____________, 20__, by ____________________.

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the "**Agreement**") on this date by **DT FRANCHISING LLC**, a Delaware limited liability company ("**Franchisor**"), with _________________________, a __________________ (**"Franchisee"**), each of the undersigned unconditionally agrees to be personally bound by, and personally liable for his or her own (i) infringement of the Franchisor's intellectual property rights, including, without limitation, any breach of the obligations set forth in Section 8 of the Agreement; and (ii) any breach of confidentiality obligations, including, without limitation, those set forth in Section 9 of the Agreement. Nothing in this Undertaking shall make any of the undersigned liable for Franchisee's payment obligations under the Agreement.

The undersigned consents and agrees that this liability will not be contingent or conditioned upon Franchisor's pursuit of any remedies against Franchisee or another person and will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence Franchisor may from time to time grant to Franchisee or to another person, including, without limitation, the acceptance of any partial performance or the compromise or release of any claims, none of which will in any way modify or amend this Undertaking, which will continue and be irrevocable during the term of the Agreement (including, without limitation, any extensions of its term) and afterward for so long as any performance is or might be owed under the Agreement by Franchisee or its owners and for so long as Franchisor has any cause of action against Franchisee or any of its owners. This Undertaking will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchisee, and the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Undertaking, for the express purpose that none of the undersigned will be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Franchisor; (ii) acceptance and notice of acceptance by Franchisor of his or her undertakings under this Undertaking, notice of non-performance of any obligations hereby assumed, protest and notice of default to any party with respect to the nonperformance of any obligations hereby assumed, and any other notices and legal or equitable defenses to which he or she may be entitled; and (iii) all rights to assert or plead any statute of limitations or other limitations period as to or relating to this Undertaking. The undersigned expressly acknowledges that the obligations under this Undertaking survive expiration or termination of the Agreement.

If Franchisor seeks to enforce this Undertaking in an arbitration, judicial, or other proceeding and prevails in that proceeding, Franchisor is entitled to recover its reasonable costs and expenses (including, but not limited to, attorneys' fees, arbitrators' fees, expert witness fees, costs of investigation and proof of facts, court costs, other arbitration or litigation expenses, and travel and living expenses) incurred in connection with the proceeding. If Franchisor is required to engage legal counsel in connection with the undersigned's failure to comply with this Undertaking, the undersigned must reimburse Franchisor for any of the above-listed costs and expenses Franchisor incurs, even if Franchisor does not commence a judicial or arbitration proceeding.

Subject to the arbitration obligations set forth in the Agreement and the provisions below, each of the undersigned agrees that all actions arising under this Undertaking or the Agreement, or otherwise as a result of the relationship between Franchisor and the undersigned, must be brought exclusively in the state or federal court of general jurisdiction in the state, and in (or closest to) the city, where Franchisor has its principal business address when the action is commenced, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that Franchisor may enforce this Undertaking and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled. FRANCHISOR AND THE UNDERSIGNED IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY OF THEM. EACH ACKNOWLEDGES THAT THEY MAKE THIS WAIVER KNOWINGLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER CONSIDERATION OF THIS WAIVER'S RAMIFICATIONS.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

____
[Name]

____
[Signature]

Date:______________

____
[Name]

____
[Signature]

Date:______________

EXHIBIT C
TO DT FRANCHISING LLC
FRANCHISE AGREEMENT
(NON-TRADITIONAL LOCATIONS)

ALCOHOLIC BEVERAGE RIDER

This Alcoholic Beverage Rider (this "**Rider**") is executed by and between **DT FRANCHISING LLC**, a Delaware limited liability company whose principal business address is 800 Westchester Avenue, Suite N-321, Rye Brook, New York 10573 ("**us**"), and ________________________________, a(n) _____________________________ ("**you**" or "**your**"), and is effective as of the date we sign it, as set forth next to our signature below (the **"Effective Date"**), to amend the Franchise Agreement dated ______________ (the **"Franchise Agreement"**) executed by and between you and us pursuant to which you acquired the right to operate a DOS TOROS Restaurant at ________________ (the "**Restaurant**"). Capitalized terms not otherwise defined herein have the meanings given to them in the Franchise Agreement.

1. **Alcoholic Beverage**. This Rider grants you the right to offer beer, wine, spirits, cocktails, and such other alcoholic beverages that we may designate or approve in writing from time to time (collectively, **"Alcoholic Beverages"**) at the Restaurant. We reserve the right to add, remove, or modify the categories of Alcoholic Beverages authorized for sale at any time upon written notice to you.

2. **Modification of Payment Obligations.** If any law prohibits or restricts in any way your ability to pay, or our ability to collect, Royalty or other amounts based on Gross Sales derived from the sale of Alcoholic Beverages, we reserve the right to modify your payment obligations under the Franchise Agreement and to revise the applicable provisions hereunder in order to provide, to the extent reasonably practicable, the same basic economic effect to both us and you as currently provided under the Agreement. In such event, you agree to execute any document(s) we prescribe to give effect to or take account of such revisions.

3. **Licenses, Permits, and Regulatory Compliance**. You must, at your sole cost and expense:

(a) obtain and maintain in good standing all federal, state, and local licenses, permits, and approvals required for the offer, sale, service, storage, and promotion of Alcoholic Beverages at the Restaurant (collectively, "**Alcohol Licenses**") before you begin selling any Alcoholic Beverages, and you must timely renew all Alcohol Licenses throughout the Term;

(b) comply at all times with all applicable federal, state, and local laws, rules, regulations, ordinances, and orders relating to the offer, sale, service, storage, advertising, promotion, and consumption of Alcoholic Beverages, including without limitation laws governing: (i) minimum legal drinking age and service to minors; (ii) responsible beverage service and the prohibition on service to visibly intoxicated persons; (iii) hours and days of sale; (iv) dram shop and civil liability; (v) health and safety requirements; and (vi) recordkeeping and reporting obligations (collectively, "**Alcohol Laws**");

(c) maintain copies of all Alcohol Licenses at the Restaurant and make them available for inspection by us or any governmental authority upon request; and

(d) promptly notify us in writing (and in no event later than twenty-four (24) hours) of: (i) any suspension, revocation, non-renewal, denial, or material modification of any Alcohol License; (ii) any notice of violation, citation, or regulatory complaint received from any governmental authority relating to Alcoholic Beverages; or (iii) any arrest, indictment, or conviction of you or any of your owners, managers, or employees arising out of or related to the sale or service of Alcoholic Beverages.

(e) During any period in which any Alcohol License is suspended, revoked, or otherwise not in full force and effect, your right to sell Alcoholic Beverages under this Rider will automatically and immediately be suspended without further notice from us.

4. **Responsible Service Training and Certification**.

(a) Before beginning the sale of Alcoholic Beverages, and at all times thereafter, you must ensure that each employee who serves, pours, or otherwise handles Alcoholic Beverages has completed and holds a current certificate in a responsible alcohol service training program approved by us and/or required by applicable law (such as TIPS, ServSafe Alcohol, or a state-mandated equivalent).

(b) You must maintain records of all responsible alcohol service training and certifications for each employee, including completion and expiration dates, for at least three (3) years and make those records available to us for inspection upon request.

(c) You must implement and enforce a written alcohol management policy, in a form consistent with our Brand Standards and approved by us, addressing at a minimum: (i) procedures for verifying customer age; (ii) protocols for refusing service to visibly intoxicated persons; (iii) incident reporting procedures; and (iv) manager-on-duty responsibilities during hours when Alcoholic Beverages are offered for sale.

5. **Operational Requirements.** Without limiting any other provision of the Franchise Agreement, in connection with the sale of Alcoholic Beverages you must:

(a) comply with the Franchise Agreement and all Brand Standards applicable to the offer, sale, and service of Alcoholic Beverages, as we establish and modify from time to time;

(b) process all Alcoholic Beverage sales through the Technology System, or through another point-of-sale system that we authorize in writing, and separately track and report all Alcoholic Beverage sales and any applicable sales taxes or governmental levies in the manner we designate;

(c) not offer, sell, or serve any Alcoholic Beverage brand, product, or category that we have not approved in writing;

(d) not sell Alcoholic Beverages outside the Restaurant premises, for off-premises consumption, or through any third-party delivery platform without our prior written approval; and

(e) not offer Alcoholic Beverages at promotional prices, through discount programs, or through "happy hour" specials without our prior written approval, and any approved promotions must comply with all applicable Alcohol Laws.

6. **Advertising and Promotion**. You may not develop, publish, or distribute any advertising, marketing, or promotional materials (including social media content) that reference or feature Alcoholic Beverages without our prior written approval. All approved advertising must comply with applicable Alcohol Laws, our Brand Standards, and applicable advertising platform policies. We may withhold, condition, or revoke approval in our discretion. You acknowledge that distributing any materials that we have not approved in advance constitutes a material breach of this Rider.

7. **Insurance**. In addition to maintaining any other insurance coverages required under Section 20.D of the Franchise Agreement, maintain liquor liability insurance in the coverage amount designated by us from time to time and name us and any affiliates we periodically designate as additional insureds under such policy.

8. **Default & Termination**. If you are in default of your obligations under the Franchise Agreement, including any Brand Standard, or this Rider, we may, in addition to any other right under the Franchise Agreement, temporarily suspend or permanently terminate your right to sell Alcoholic Beverages at the Restaurant. Our right to suspend or terminate this Rider will not limit our right to terminate the Franchise Agreement in accordance with its terms.

9. **Miscellaneous**. This Rider forms a part of the Franchise Agreement and is fully integrated therewith. Except as expressly amended hereby, all terms of the Franchise Agreement remain in full force and effect. Any and all references to the Franchise Agreement shall hereafter mean the Franchise Agreement, as amended in accordance with the terms and conditions of this Rider. In the event of a conflict between the Franchise Agreement and this Rider, the terms and conditions of this Rider shall govern, control, and supersede any such inconsistent or conflicting terms. This Rider may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. This Rider may be executed and delivered electronically.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider as of the date set forth next to our signature below.

DT FRANCHISING LLC, a Delaware limited liability company

By:______________________________
Title:__________________________
Date:__________________________**

**Effective Date

FRANCHISEE

____
[Name]

By:______________________________
Title:__________________________
Date: __________________________

EXHIBIT D
TO DT FRANCHISING LLC
FRANCHISE AGREEMENT
(NON-TRADITIONAL LOCATIONS)

STATE-SPECIFIC RIDER TO FRANCHISE AGREEMENT (NEW YORK)

THIS RIDER is made by and between **DT FRANCHISING LLC,** a Delaware limited liability company whose principal business address is 800 Westchester Avenue, Suite N-321, Rye Brook, New York 10573 ("we," "us," or "our"), and ___________________________________, a(n) ______________________________ ("you" or "your").

1. **BACKGROUND**. We and you are parties to that certain Franchise Agreement dated ________________________, 20__ (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of New York and the DOS TOROS Restaurant you will operate under the Franchise Agreement will be located in New York, or (b) any of the franchise offer or sales activity occurred in New York.

2. **RELEASES**. The following language is added to the end of Sections 4.A(2), 16.A, 16.C(2)(i), and 17 of the Franchise Agreement:

> Notwithstanding the foregoing, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of the proviso that the non-waiver provisions of GBL 687 and 687.5 be satisfied.

3. **TRANSFER BY US**. The following language is added to the end of Section 16.A of the Franchise Agreement:

> However, to the extent required by applicable law, no transfer will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

4. **TERMINATION BY YOU**. The following language is added to the end of Section 18.A of the Franchise Agreement:

> You also may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

5. **LIMITATION OF CLAIMS**. The following sentence is added to the end of Section 21.L of the Franchise Agreement:

> To the extent required by Article 33 of the General Business Law of the State of New York, all rights and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider, to be effective as of the date set forth next to our signature below.

DT FRANCHISING LLC,
a Delaware limited liability company

By:______________________________
Name: ____________________________
Title:______________________________
Date:_____________________________

FRANCHISEE

____
[Name]

By:______________________________
Name:____________________________
Title:______________________________
Date:_____________________________

EXHIBIT B

FINANCIAL STATEMENTS

UNAUDITED FINANCIAL STATEMENTS

These financial statements have not been audited, reviewed, or compiled.

Profit & Loss - Location Side by Side - YTD

YTD Period Ending 02/21/2026

	Total	
SALES		
4090.01 - Royalty	66,173.65	100.00%
Total SALES	**66,173.65**	100.00%
Gross Margin	**66,173.65**	100.00%
PAYROLL		
5200.01 - Payroll Expense	1,660.07	2.51%
Total PAYROLL	**1,660.07**	2.51%
CORPORATE OVERHEAD		
8000.01 - CORPORATE OVERHEAD	10,666.67	16.12%
Total CORPORATE OVERHEAD	**10,666.67**	16.12%
EBITDA	**53,846.91**	81.37%
EBTDA	**53,846.91**	81.37%
Net Profit	**53,846.91**	81.37%

THESE FINANCIAL STATEMENTS WERE PREPARED WITHOUT AN AUDIT. INVESTORS IN OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OR HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.

These financial statements have not been audited, reviewed, or compiled.

Founders Table Franchising, LLC

Balance Sheet
As of 2/21/2026

	Total
ASSETS	
Current Assets	
Total Current Assets - Other	42,323.70
Total Current Assets	**42,323.70**
Total ASSETS	**42,323.70**
LIABILITIES & EQUITY	
Liabilities	
Current Liability	
Total Account Payable	9,082.50
Total Current Liability - Other	53,833.20
Total Sales Taxes	133.12
Total Current Liability	**63,048.82**
Total Liabilities	**63,048.82**
Equity	
Equity	
YTD Income	53,846.91
Total Retained Earning	-20,725.12
Total Equity	**-20,725.12**
Total Equity	**-20,725.12**
Total LIABILITIES & EQUITY	**42,323.70**

THESE FINANCIAL STATEMENTS WERE PREPARED WITHOUT AN AUDIT. INVESTORS IN OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OR HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.

AUDITED FINANCIAL STATEMENTS

Founders Table Franchising LLC and Subsidiaries

Consolidated Financial Statements

Years Ended December 27, 2025
and December 28, 2024

The report accompanying these financial statements was issued by
BDO USA, P.C., a Virginia professional corporation, and the U.S. member
of BDO International Limited, a UK company limited by guarantee.

Founders Table Franchising LLC and Subsidiaries

Consolidated Financial Statements
Years Ended December 27, 2025 and December 28, 2024

Founders Table Franchising LLC and Subsidiaries

Contents

Tel: 614-488-3126
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www.bdo.com

300 Spruce Street, Suite 100
Columbus, OH 43215

Independent Auditor's Report

The Member
Founders Table Franchising LLC and Subsidiaries
Rye Brook, New York

Opinion

We have audited the consolidated financial statements of Founders Table Franchising LLC and Subsidiaries (the Company), which comprise the consolidated balance sheets as of December 27, 2025 and December 28, 2024, and the related consolidated statements of operations and changes in member's deficit, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 27, 2025 and December 28, 2024, and the results of its operations for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Emphasis of Matter

As described in Note 1 to the consolidated financial statements, the parent company, Founders Table Restaurant Group, LLC, has agreed to support the operating, investing, and financing activities of the Company through at least one year and a day beyond the report date. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

BDO USA, P.C.

April 30, 2026

Consolidated Financial Statements

Founders Table Franchising LLC and Subsidiaries

Consolidated Balance Sheets

	December 27, 2025	December 28, 2024
Assets		
Current Assets		
Accounts receivable	**$ 40,383**	$ 67,531
Total Assets	**$ 40,383**	$ 67,531
Liabilities and Member's Deficit		
Current Liabilities		
Accounts payable	**$ 9,082**	$ -
Accrued expenses	**4,633**	1,927
Deferred revenue, current portion	**6,000**	17,897
Total Current Liabilities	**19,715**	19,824
Long-Term Liabilities		
Deferred revenue, net of current portion	**44,333**	50,333
Total Liabilities	**64,048**	70,157
Member's Deficit	**(23,665)**	(2,626)
Total Liabilities and Member's Deficit	**$ 40,383**	$ 67,531

See accompanying notes to consolidated financial statements.

Founders Table Franchising LLC and Subsidiaries

Consolidated Statements of Operations and Changes in Member's Deficit

Year ended		**December 27, 2025**		December 28, 2024
Revenues				
Royalty fees	**$**	**453,839**	$	81,350
Franchise fees		**6,000**		3,667
Other revenues		**9,000**		5,934
Total Revenues		**468,839**		90,951
Expenses				
Consulting expenses		**95,494**		96,233
Legal fees		**40,259**		49,511
Accounting fees		**27,658**		22,510
General and administrative, other		**10,610**		20,271
Payroll and related costs		**11,697**		29,415
Total Expenses		**185,718**		217,940
Net Income (Loss)		**283,121**		(126,989)
Member's Deficit, beginning of year		**(2,626)**		(2,362)
Member's Contribution		**189,150**		262,469
Member's Distribution		**(493,310)**		(135,744)
Member's Deficit, end of year	**$**	**(23,665)**	$	(2,626)

See accompanying notes to consolidated financial statements.

Founders Table Franchising LLC and Subsidiaries

Consolidated Statements of Cash Flows

Year ended		**December 27, 2025**		December 28, 2024
Cash Flows from Operating Activities				
Net income (loss)	**$**	**283,121**	$	(126,989)
(Increase) decrease in assets:				
Accounts receivable		**27,148**		(67,531)
Increase (decrease) in liabilities:				
Accounts payable		**9,082**		
Deferred revenue		**(17,897)**		68,230
Accrued expenses		**2,706**		(435)
Net Cash Provided by (Used in) Operating Activities		**304,160**		(126,725)
Cash Flows from Financing Activities				
Member's contributions		**189,150**		262,469
Member's distributions		**(493,310)**		(135,744)
Net Cash (Used in) Provided by Financing Activities		**(304,160)**		126,725
Net Change in Cash and Cash Equivalents		**-**		-
Cash and Cash Equivalents, beginning of year		**-**		-
Cash and Cash Equivalents, end of year	**$**	**-**	$	-

See accompanying notes to consolidated financial statements.

1. Summary of Significant Accounting Policies

Nature of Operations

Founders Table Franchising LLC was organized as a Delaware limited liability company on October 25, 2023 (date of inception) for planned principal operations as a holding company of Founders Table franchising entities, Chopt Creative Salad Company Franchising, LLC and DT Franchising LLC (collectively, the Company). Founders Table Franchising LLC is a wholly-owned subsidiary of Founders Table Restaurant Group, LLC (the Parent).

Chopt Creative Salad Company Franchising, LLC was organized as a Delaware limited liability company on May 11, 2022 (date of inception) for planned principal operations as a franchisor of fast-casual salad restaurants under the name Chopt Creative Salad Company. Chopt Creative Salad Company Franchising, LLC is a wholly-owned subsidiary of the Founders Table Franchising LLC.

DT Franchising, LLC was organized as a Delaware limited liability company on September 22, 2022 (date of inception) for planned principal operations as a franchisor of fast-casual restaurants under the name Dos Toros Taqueria. DT Franchising, LLC is a wholly owned subsidiary of the Founders Table Franchising LLC.

As of December 27, 2025, the Company has four franchise agreements in place with four locations opened, which includes one Chopt and three Dos Toros locations. As of December 28, 2024, the Company had four franchise agreements in place with three locations opened, which includes one Chopt and two Dos Toros locations. The Company's activities are subject to significant risks and uncertainties, including the ability to secure franchise agreements. See Note 4.

Basis of Presentation

Liquidity and Management's Plans

The accompanying consolidated financial statements have been prepared assuming the Company will continue as a going concern, which contemplates the realization of assets and settlement of obligations in the normal course of business. The conditions and the uncertainties regarding the Company's ability to secure franchise agreements create uncertainty as to the Company's ability to meet its obligations as they come due within at least one year and a day post issuance of these consolidated financial statements.

Management has evaluated its plans whereby the Parent has committed to provide financial support to the Company to support the operating, investing, and financing activities of the Company through at least one year and a day beyond the report date.

The Company's ability to continue as a going concern is dependent on the continued financial support of its Parent and the ability of the Company to execute its plan.

Basis of Accounting

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

Principles of Consolidation

The consolidated financial statements include the accounts of the Company, including its wholly owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation.

Reporting Period

The Company's fiscal year is the 52 or 53 week period ending on the Saturday closest to December 31. The 2025 fiscal year ended on December 27, 2025, and included 52 weeks. The 2024 fiscal year ended on December 28, 2024 and included 52 weeks.

Use of Estimates

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

Accounts Receivable

Accounts receivable include royalty fees due from franchisees. The Company maintains an allowance for credit losses that is calculated under the current expected credit loss (CECL) model. The CECL model applies to financial assets measured at amortized cost and requires the Company to reflect expected credit losses over the remaining contractual term of the asset. The Company uses an aging method to estimate allowances for credit losses under the CECL model as the Company has determined that the aging method adequately reflects expected credit losses, as corroborated by historical losses. Management believes accounts receivable as of December 27, 2025, and December 28, 2024, are fully collectible, therefore no allowance is recorded.

Contract Balances

Following is an analysis of the activity in contract balances during the year. Contract assets arise when the company transfers goods or services to a customer in advance of receiving consideration from the customer. Contract liabilities represent the Company's obligation to transfer goods to a customer when consideration has already been received from the customer.

	January 1, 2024	December 27, 2025	December 28, 2024
Accounts receivable	$ -	$ 40,383	$ 67,531
Deferred revenue	-	50,333	68,230

Franchising and Revenue Recognition

The Company recognizes revenue in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*. The core principle of ASC 606 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration the entity expects to be entitled in exchange for those goods or services.

Initial Franchise Fees

In accordance with ASC 606, the initial franchise services, or exclusivity of the development agreements, are not distinct from the continuing rights or services offered during the term of the franchise agreement and are therefore treated as a single performance obligation. As such, initial franchise and development fees received, and subsequent renewal fees, are recognized over the franchise or renewal term, which is typically ten years.

Royalty Fees Revenue

Continuing royalty fees are generally provided for in the franchise agreements as a percent of franchise gross sales. Royalty revenues are recognized as income in the same period in which the franchisee's sales occur. Royalty fees recognized for the years ended December 27, 2025, and December 28, 2024, respectively, were $453,839 and $81,350.

Deferred Revenue

The Company's contract liability consists of fees from franchisees upon execution of their respective franchise agreements which is referred to as deferred revenue. The amounts received are recorded as deferred revenue until the Company satisfies requirements under the franchise agreements or upon cancellation of the franchise agreement by the Company due to a default as outlined in the agreement, or by permanent store closure. Revenue is recognized from these agreements as the underlying performance obligation is satisfied, which is on a straight-line basis over the term of the agreement, which is ten years. Incremental direct costs, such as commissions, are deferred and recognized over the life of the related term of the agreement.

The Company estimates revenue to be recognized in the future on the straight-line basis of approximately $6,000 per year, until the contracts terms end in 2034.

Taxes Collected from Customers

The Company collects sales taxes from its customers that are remitted to various state governmental authorities when due. The Company's policy is to record sales taxes from customers as a component of accrued expenses and other current liabilities on the accompanying consolidated balance sheets.

Income Taxes

The Company, with the consent of its member, has elected to be formed as a limited liability company. The Company is considered a disregarded entity for federal and state tax purposes. In lieu of paying taxes at the Company level, the member is taxed on the Company's taxable income. Therefore, no provision or liability for federal or state income taxes has been included in the consolidated financial statements.

The Company accounts for uncertainty in income taxes using the provisions of FASB ASC 740, *Income Taxes*. Using that guidance, tax positions initially need to be recognized in the consolidated financial statements when it is more-likely-than-not the positions will be sustained upon examination by the tax authorities. A recognized tax position is then measured at the largest amount of benefit that is greater than 50% likely of being realized upon settlement.

As of December 27, 2025 and December 28, 2024, the Company had no uncertain tax positions that qualify for either recognition or disclosure in the consolidated financial statements. Additionally, the Company did not incur any interest or penalties related to income taxes.

Concentrations of Credit Risk

The Company is receiving a significant portion of its revenues from two franchisees, resulting in a significant concentration of revenue sources. During the years ending December 27, 2025, and December 28, 2024, 100% of revenues were earned from two franchisees.

Subsequent Events

The Company has evaluated events and transactions that occurred between December 27, 2025, and April 30, 2026, which is the date the consolidated financial statements were available to be issued, for possible recognition or disclosure in the consolidated financial statements.

2. Related Party Transactions

The Parent and the Parent's two wholly-owned subsidiaries, Chopt Creative Salad Company, LLC and DT Parentco, LLC, paid certain legal, training, and payroll cost allocation expenses on behalf of the Company. These payments made on behalf of the Company are included in member's contribution on the consolidated statements of operations and changes in member's deficit.

3. Member's Deficit

Ownership rights in the Company consist of a membership interest by the Parent.

4. Commitments and Contingencies

The Company may at times be subject to lawsuits and other charges from customers and employees, which are typical within the industry. In the opinion of management, there were no open matters that will have a material effect upon the financial position of the Company.

GUARANTEE OF PERFORMANCE

GUARANTEE OF PERFORMANCE

For value received, **Founders Table Franchising LLC**, a Delaware limited liability company (the "**Guarantor**"), located at 800 Westchester Avenue, Suite N-321, Rye Brook, New York 10573, absolutely and unconditionally guarantees to assume the duties and obligations of **DT Franchising LLC**, located at 800 Westchester Avenue, Suite N-321, Rye Brook, New York 10573 (the "**Franchisor**"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2026 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of appearance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Chicago, IL, on this 30 day of April, 2026.

GUARNTOR:

FOUNDERS TABLE FRANCHISING LLC

By: ______________________
Name: Nick Marsh
Title: Chief Executive Officer

EXHIBIT C

LIST OF FRANCHISEES

LIST OF FRANCHISEES
as of December 27, 2025

	Franchisee Name	Address	City	State	Telephone Number
1.	DCA Airport Partners, LLC William Alberni	Ronald Reagan Washington National Airport (DCA), Terminal 5	Washington	DC	(305) 871-0559
2.	Shri Krishna, Inc. and Neel Shah	LaGuardia Airport, Terminal C Concourse	East Elmhurst	NY	(718) 899-8702
3.	Shri Krishna, Inc. and Neel Shah	LaGuardia Airport, Terminal B Concourse	East Elmhurst	NY	(718) 899-8702
4.	VRG Terminal 8, LLC Christopher McNamee	JFK Airport (JFK), Terminal 8	Jamaica	NY	(973) 285-4800

FRANCHISEES WHO SIGNED BUT ARE NOT YET OPENED
as of December 27, 2025

None

LIST OF FORMER FRANCHISEES

Franchisees who left our system in our last fiscal year (i.e. termination, non-renewal, cancellation, transfer or otherwise ceased to do business) or have not communicated with us in the last 10 weeks:

None

EXHIBIT D

OPERATIONS MANUAL TABLE OF CONTENTS

DOS TOROS
TAQUERIA

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FRANCHISE MANUAL | 2023

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EXHIBIT E

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

CALIFORNIA

Department of Financial Protection & Innovation:
Toll Free: 1 (866) 275-2677

Los Angeles

320 West 4th Street, Suite 750
Los Angeles, California 90013
(213) 576-7500

Sacramento

651 Bannon Street, Suite 300
Sacramento, California 95811
(916) 327-7585

San Diego

1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 610-2093

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94104
(415) 972-8565

HAWAII

(state administrator)

Business Registration Division
Securities Compliance Branch
Department of Commerce
and Consumer Affairs
P.O. Box 40
Honolulu, Hawaii 96810
(808) 586-2722

ILLINOIS

Franchise Bureau
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62701
(217) 782-4465

INDIANA

(state administrator)

Indiana Secretary of State
302 West Washington Street
Securities Division, E-111
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

(state administrator)

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6300

MICHIGAN

(state administrator)

Michigan Attorney General's Office
Corporate Oversight Division
Attn: Franchise Section
G. Mennen Williams Building
525 West Ottawa Street, 5th Floor
Lansing, Michigan 48909
(517) 373-7622

(agent for service of process)

Michigan Department of Commerce,
Corporations, Securities & Commercial Licensing
Bureau
P.O. Box 30018
Lansing, Michigan 48909

MINNESOTA

(state administrator)

Minnesota Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

NEW YORK

(state administrator)

Office of the New York State Attorney General
Investor Protection Bureau
Franchise Section
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8236 Phone
(212) 416-6042 Fax

(agent for service of process)

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

NORTH DAKOTA

(state administrator)

North Dakota Insurance & Securities Department
600 East Boulevard Avenue, Dept. 401
Bismarck, North Dakota 58505-0510
(701) 328-2910

OREGON

Department of Business Services Division of Financial Regulation
350 Winter Street, NE, Room 410
Salem, Oregon 97310-3881
(503) 378-4387

RHODE ISLAND

Department of Business Regulation
Division of Securities
John O. Pastore Complex Building 69-1
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9645

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

(state administrator)

State Corporation Commission
Division of Securities
and Retail Franchising
1300 East Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

(state administrator)

Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760

WISCONSIN

(state administrator)

Securities and Franchise Registration
Wisconsin Department of Financial Institutions
4022 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-1064

EXHIBIT F

STATE SPECIFIC ADDENDA

ADDITIONAL DISCLOSURES FOR THE
FRANCHISE DISCLOSURE DOCUMENT OF
DT FRANCHISING LLC

The following are additional disclosures for the Franchise Disclosure Document of DT Franchising LLC required by various state franchise laws Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

NEW YORK

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

1. The following information is added to the cover page of the Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT D OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

WE MAY, IF WE CHOOSE, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE DISCLOSURE DOCUMENT. HOWEVER, WE CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to us, our parent, affiliates, the persons identified in Item 2, or an affiliate offering franchises under our principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise, antitrust, or securities law; fraud; embezzlement; fraudulent conversion; misappropriation of property; unfair or deceptive practices; or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither we, our affiliate, officers or general partners, or any other individual who will have management responsibility relating to the sale or operation of franchises offered by this Disclosure Document have, during the 10-year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the U.S. Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of the "Summary" sections of Item 17(c) and Item 17(m):

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

5. The following is added to the end of the "Summary" section of Item 17(d):

You may terminate the Franchise Agreement or Development Agreement on any grounds available by law.

6. The following is added to the end of the "Summary" section of Item 17(j):

However, to the extent required by applicable law, no assignment will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement or the Development Agreement.

7. The following is added to the end of the "Summary" sections of Item 17(v) and Item 17(w):

However, the governing choice of law and choice of forum shall not be considered a waiver of any right conferred upon you by the provisions of Article 33 of the General Business Law of the State of New York.

8. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

EXHIBIT G

SAMPLE CONSENT AND GENERAL RELEASE

DT FRANCHISING LLC

GRANT OF FRANCHISOR CONSENT AND RELEASE BY FRANCHISEE

DT Franchising LLC ("we," "us," or "our") and the undersigned franchisee, __________________ ***[insert name of franchisee entity]*** ("you" or "your"), currently are parties to a Franchise Agreement dated ___________ (the "Franchise Agreement") for the operation of a DOS TOROS TAQUERIA Restaurant located at ____________________________________. You have asked us to ____________________________ ***[insert relevant detail]*** (the "Action"). We currently have no obligation under the Franchise Agreement or otherwise to take the Action, or we have the right under the Franchise Agreement to condition our approval on your and your owners signing a release of claims. We are willing to take the Action if you and your owners give us the release and covenant not to sue provided below in this document. You and your owners are willing to give us the release and covenant not to sue provided below in consideration for our willingness to take the Action.

Consistent with the previous introduction, you, on behalf of yourself and your and your affiliates and your and your affiliates' successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, managers, directors, officers, principals, employees, and affiliated entities (collectively, the "Releasing Parties"), hereby forever release and discharge us and any and all of our affiliated entities, and all of our and their respective current and former officers, directors, owners, managers, principals, employees, agents, representatives, successors, and assigns (collectively, the "Dos Toros Parties") from any and all claims, damages, demands, debts, causes of action, suits, duties, liabilities, costs, and expenses of any nature and kind, whether presently known or unknown, vested or contingent, suspected or unsuspected (all such matters, collectively, "Claims"), that you and any other Releasing Party now have, ever had, or, but for this Consent, hereafter would or could have against any Dos Toros Party arising out of or related in any way to (1) the Dos Toros Parties' performance of or failure to perform their obligations under the Franchise Agreement before the date of your signature below, (2) our offer and grant to you of your Dos Toros Restaurant franchise, or (3) your and the other Releasing Parties' relationship, from the beginning of time to the date of your signature below, with any of the Dos Toros Parties.

The released Claims include, but are not limited to, any Claim alleging violation of any deceptive or unfair trade practices laws, franchise laws, business opportunity laws, or other local, municipal, state, federal, or other laws, statutes, rules, or regulations. You and the other Releasing Parties acknowledge that you and they might after the date of the signatures below discover facts different from, or in addition to, those facts currently known to you and them, or which you and they now believe to be true, with respect to the Claims released by this document. You and the other Releasing Parties nevertheless agree that the release set forth in this document has been negotiated and agreed on despite such acknowledgement and despite any federal or state statute or common law principle providing that a general release does not extend to claims which are not known to exist at the time of execution.

You and the other Releasing Parties further covenant not to sue any Dos Toros Party on any Claim released by this paragraph and represent that you and they have not assigned any Claim released by this paragraph to any individual or entity that is not bound by this paragraph.

We also are entitled to a release and covenant not to sue from your owners. By his, her, or their separate signatures below, your owners likewise grant to us the release and covenant not to sue provided above.

DT FRANCHISING LLC

By:__________________________________
Title:________________________________
Date:________________________________

____
[Name of Franchisee]

By:__________________________________
Title:________________________________
Date:________________________________

____
[Name of Owner]

____
[Signature and Date]

EXHIBIT H (A)

SOFTWARE LICENSE AGREEMENT (DASH)

FOUNDERS TABLE RESTAURANT GROUP, LLC

SOFTWARE LICENSE AGREEMENT (DASH)

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is effective as of _______________ (the "Effective Date"), by and between Founders Table Restaurant Group, LLC, a Delaware limited liability company with its principal business address at 800 Westchester Avenue, Suite N-321, Rye Brook, New York 10573 ("FTRG"), and ________________________________, a(n) ____________________ with its principal address at ___________________________ ("Franchisee").

WHEREAS, FTRG's affiliate, DT Franchising LLC ("DTF"), and Franchisee have signed a franchise agreement as of the Effective Date (the "Franchise Agreement"), pursuant to which DTF granted Franchisee a franchise to construct, develop, and operate a DOS TOROS TAQUERIA® Restaurant (as defined in the Franchise Agreement) at a location to be identified by Franchisee and accepted by DTF (the "Restaurant");

WHEREAS, FTRG currently owns certain proprietary Software (defined below) that it is willing to license to DOS TOROS TAQUERIA® Restaurant franchisees to use in operating their DOS TOROS TAQUERIA® Restaurants; and

WHEREAS, Franchisee desires to use the Software in connection with operating its Restaurant, and FTRG is willing to authorize Franchisee to use the Software for that purpose subject to this Agreement's terms and conditions.

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

A. GRANT OF LICENSE.

1. Upon the terms and conditions set forth in this Agreement, FTRG hereby grants to Franchisee, and Franchisee hereby accepts from FTRG, a personal, non-exclusive, non-transferable license to install and use—solely in connection with Franchisee's operation of its Restaurant—FTRG's proprietary "Dash" kitchen management software and associated or related documentation or other similar printed or machine-readable matter and any such modifications, upgrades, third-party interfaces, or additions which may be provided by FTRG to Franchisee, as modified by FTRG periodically in its sole judgment (collectively, the "Software"), in conjunction with compatible hardware approved by FTRG and DTF, as modified periodically in their sole judgment (the "Designated System"). Franchisee acknowledges and agrees that FTRG (and, when applicable as provided in the Franchise Agreement, DTF) has the unlimited right to modify in its sole judgment any and all aspects and components of the Software and/or Designated System (including in the form of additions, substitutions, replacements, or modifications).

2. Franchisee acknowledges and agrees that the license granted by this Agreement extends solely to the use by Franchisee and its authorized employees, agents, and representatives of the Software on the Designated System. Franchisee must purchase or lease the Designated System at its cost in accordance with the terms of the Franchise Agreement.

3. Use of the Software for any purpose other than in connection with Franchisee's operation of its Restaurant pursuant to the Franchise Agreement is strictly prohibited.

4. Except with FTRG's prior written consent, the Software shall not be:

(a) operated by persons other than Franchisee and its authorized employees, agents, and representatives;

(b) operated on equipment other than the Designated System; or

(c) used in conjunction with any other computer applications program without FTRG's (and, when applicable as provided in the Franchise Agreement, DTF's) prior written approval.

B. PAYMENT.

1. For the rights granted by this Agreement, Franchisee shall pay FTRG simultaneously with signing this Agreement a one-time Software registration and initial set-up fee for the Restaurant in the amount set forth in Exhibit A (the "Software Set-Up Fee").

2. (a) In addition to the Software Set-Up Fee, Franchisee shall pay to FTRG a monthly technical support and maintenance fee (the "Software License Fee") in the amount set forth in Exhibit A for e-mail and web-based support during business hours, Software updates, and online training materials for Franchisee's Restaurant. Franchisee shall pay FTRG the Software License Fee on a monthly basis on or before the first day of each calendar month during this Agreement's term, provided that the first Software License Fee shall not be due until on or before the first day of the calendar month following the month during which Franchisee first opens its Restaurant for business. Franchisee shall make all such payments electronically and cooperate with FTRG to set up the necessary payment procedures.

(b) FTRG reserves the right to increase the amount of the monthly Software License Fee during this Agreement's term, provided that any such increase will not exceed five percent (5%) annually.

(c) FTRG also reserves the right during this Agreement's term to modify the Software, to require Franchisee to use that modified Software, and (in addition to the rights that DTF reserves in the Franchise Agreement with respect to the Computer System) to require Franchisee to upgrade the Designated System as necessary to run the Software.

C. CONFIDENTIALITY OF ALL SOFTWARE PROVIDED UNDER THIS AGREEMENT.

1. All information collected through or stored on the Software shall be FTRG's and/or its affiliates confidential information ("Confidential Information"). However, Confidential Information does not include Restricted Data (as defined in Section E.2) and information, knowledge, or know-how that lawfully is or becomes generally known in the restaurant industry or that Franchisee knew from previous business experience before FTRG gives Franchisee access to it (directly or indirectly).

2. Franchisee shall not acquire any ownership or other interest in any Confidential Information, other than the limited right to use certain Confidential Information as FTRG specifies for the purpose of operating the Restaurant during the Term in accordance with Brand Standards and the terms of this Agreement. Franchisee acknowledges that using any Confidential Information in another business would constitute an unfair method of competition with FTRG, its affiliates, suppliers, and franchisees. Franchisee further acknowledges and agrees that Confidential Information is proprietary, includes

FTRG's and its affiliates' trade secrets, and is disclosed to Franchisee solely on the condition that Franchisee, its owners, officers, employees, and agents agree to maintain its confidentiality. Franchisee agrees that it and its owners, officers, employees, and agents will:

(a) process, retain, use, collect, and disclose any Confidential Information strictly to the limited extent, and in such a manner, as necessary for the development and operation of your Restaurant in accordance with this Agreement, and not for any other purpose of any kind;

(b) not process, retain, use, collect, and disclose the Confidential Information strictly in accordance with the privacy policies and our instructions that FTRG may establish from time to time;

(c) not sell, assign, lease, sublicense, market, or commercially exploit in any way the Software, the Confidential Information, or any data, reports, or other printed materials generated by the use of the Software or any of its components;

(d) not to use any Confidential Information in another business or capacity and at all times to keep Confidential Information absolutely confidential, both during and after the Term (afterward for as long as the information is not generally known in the restaurant industry), provided, however, that nothing in this Section or elsewhere in this Agreement restricts or is intended to restrict Franchisee's communications with any state or federal law regulator or enforcement authority about potential violations of law;

(e) not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form;

(f) implement and maintain administrative, physical, and technical safeguards, including any periodically specified by FTRG, to prevent unauthorized use or disclosure of Confidential Information; and

(g) not sell, trade, or otherwise profit in any way from the Confidential Information (including by selling or assigning any Consumer Data (as defined Section E.) or related information or Data), except during the Term using methods we have approved

(h) not disclose or grant access to the Software, or any data generated by the use of the Software or any of its components, to any third party other than those to whom FTRG has consented in writing and who have agreed in writing with FTRG to keep the Software or such data confidential;

(i) not reverse engineer the Software or attempt to obtain the Software's source code; or

(j) not copy or reproduce the Software, or any data generated by the use of the Software or any of its components, in any manner, provided that nothing shall prohibit Franchisee from using the data generated by the Software to the extent reasonably necessary to comply with local, state, and federal laws and for purposes of operating the Restaurant pursuant to the Franchise Agreement.

D. RIGHTS AND RESTRICTIONS.

1. As between FTRG and Franchisee, FTRG retains all rights, title, and interest in and to the Software. Except for these specific, limited rights, nothing in this Agreement shall be construed, by implication, waiver, estoppel, or otherwise, as granting Franchisee or any third party any intellectual property rights, ownership, or other right, title, or interest in or to the Software or any of FTRG's proprietary materials, whether now known or later developed. Franchisee agrees that it will not attempt to patent, copyright, or otherwise assert proprietary rights to the Software and any data generated by the use of the Software. Franchisee agrees that all copies of the Software, and any data, reports, or other printed or electronic media materials generated by use of the Software or any of its components, in Franchisee's possession will contain the copyright notices, confidential legends, and/or other notices of proprietary rights specified by FTRG. Franchisee further agrees that, during the Term of this Agreement and for a period of two (2) years thereafter (including, for two (2) years after any transfer, as to the transferee), Franchisee will not (and will use its best efforts to cause its owners, agents, representatives, and affiliates not to) directly or indirectly, develop, design, create, license, market, sell, or otherwise participate in the development or commercialization of any kitchen management software or similar software system that competes with, is substantially similar to, or is intended to perform functions comparable to the Software.

2. Franchisee shall not use the Software to transmit malicious code, interfere with system security, attempt unauthorized access to any system or network, or otherwise engage in activity that may damage, disable, overburden, or impair the Software or related systems. Franchisee may not modify the Software in any way. Franchisee agrees to disclose to FTRG promptly all ideas and suggestions for modifications or enhancements of the Software conceived or developed by or for Franchisee, and FTRG will have the right to use such ideas and suggestions and incorporate them into the Software. All modifications and enhancements of the Software and all related intellectual property rights will be deemed to be works-made-for-hire for FTRG and shall otherwise be FTRG's property, without regard to the source of the modification or enhancement. To the extent the Software is not deemed to be a "work-made-for-hire," Franchisee agrees to sign any documents that may be necessary to vest FTRG with ownership of any such modifications or enhancements conceived or developed by or for Franchisee.

3. FTRG, DTF, and their other affiliates will have the right of continuous access to the Software and all data processed on the Software with respect to the Restaurant, and Franchisee agrees to provide FTRG, DTF, and their other affiliates with such continuous access in the manner FTRG specifies from time to time. FTRG will have the right at all times, directly and indirectly, to audit, retrieve, analyze, and use all data in the files of Franchisee generated by the Software. Franchisee agrees to sign any documents that may be necessary to vest FTRG with ownership of any such modifications or enhancements conceived or developed by Franchisee.

4. The Software must not be accessible to the general public or to Restaurant personnel other than authorized users designated by FTRG or DTF. Franchisee must maintain effective control over and be able to account for all access to the area surrounding the Designated System. Franchisee is responsible and liable for all acts and omissions resulting from its and its employees' and representatives' use of the Software, including, without limitation, any loss, theft, damage, or destruction of Software and its contents. Without limiting the generality of the foregoing, Franchisee is responsible for all acts and omissions of its users, and any act or omission by Franchisee's users that would constitute a breach of this Agreement if taken by Franchisee will be deemed a breach of this Agreement by Franchisee. Franchisee shall make all its users aware of this Agreement's provisions and take reasonable efforts to cause its users to comply with such provisions. Franchisee must promptly notify FTRG in writing if Franchisee has knowledge of any loss, theft, damage or destruction of the Software or any of its components or contents.

5. Franchisee shall be responsible for the safekeeping, proper use and management of all passwords or other access controls to the Software to be used by Franchisee and its users. Franchisee shall implement adequate security controls to ensure that all passwords and access controls are made available only to authorized users for the uses permitted under this Agreement. If Franchisee learns of any loss or unauthorized use of such passwords or access controls, Franchisee shall immediately notify FTRG of the same and reasonably cooperate in the investigation of the incident and take such steps as FTRG may require.

6. FTRG may from time to time make third-party products, software, or data that are provided with, incorporated into or integrated with the Software (collectively, the "Third-Party Products") available to Franchisee as part of the Software. Such Third-Party Products may be subject to their own terms and conditions. If Franchisee uses the Third-Party Products, which may be required by FTRG, Franchisee must abide by the applicable terms and conditions for such Third-Party Products.

7. FTRG may, from time to time, provide upgrades, updates, patches, or other modifications to the Software ("Updates") to improve its functionality, security, or performance. Franchisee will promptly install or implement all such Updates as directed by FTRG. FTRG may, in its discretion, install certain Updates remotely without prior notice to Franchisee. Franchisee acknowledges that failure to timely install or implement Updates may result in limited functionality, security vulnerabilities, or Software Suspension. Unless otherwise specified in writing by FTRG, all Updates are deemed part of the Software and subject to the same terms and conditions of this Agreement.

8. Franchisee acknowledges and agrees that Franchisee's violation of the provisions of this Section or Section C would cause FTRG irreparable injury for which FTRG would have no adequate remedy at law. Therefore, in addition to any other remedies which it may have, FTRG is entitled to temporary restraining orders and preliminary injunctive relief against any such violation.

E. DATA OWNERSHIP.

1. During and after the term of this Agreement, you (and each of your owners) agree to, and to cause your respective current and former employees, representatives, affiliates, successors and assigns to: (a) process, retain, use, collect, and disclose all names, addresses, telephone numbers, e-mail addresses, dates of birth, demographic or related information, buying habits, preferences, credit-card information, and other personally-identifiable information of customers of the Restaurant ("Consumer Data") only in strict accordance with Laws, the guidance and codes of practice issued by industry or regulatory agencies, and privacy policies designated by us; (b) assist us with meeting our compliance obligations under all applicable laws, regulations, and orders relating to Consumer Data, including the guidance and codes of practice issued by industry or regulatory agencies; and (c) promptly notify us of any communication or request from any customer or other person to access, correct, delete, opt-out of, or limit activities relating to any Consumer Data. As between Franchisee and FTRG, Consumer Data belongs to FTRG and/or its affiliates.

2. FTRG and/or its affiliates own all data on the Software other than the following data ("Restricted Data"): (i) any personal information or personally identifiable information of the employees, officers, contractors, owners or other personnel of Franchisee, its affiliates, or the Restaurant; (ii) such other information as FTRG from time to time expressly designate as Restricted Data; and/or (iii) any other personal information or personally identifiable information to which we do not have access. Regardless of any guidance we may provide generally and/or any specifications that we may establish for Consumer Data, you have sole and exclusive responsibility for all Restricted Data, including establishing protections and safeguards for such Restricted Data; provided, that in each case you agree to comply with

all Laws and the guidance and codes of practice issued by industry or regulatory agencies applicable to such Restricted Data.

3. Franchisee is solely responsible for maintaining any backups of its operational data unless otherwise expressly provided by FTRG in writing. FTRG shall have no responsibility for any loss, corruption, or destruction of data stored on or transmitted through the Software.

F. TRANSFER.

The license to use the Software may not be transferred except in conjunction with a transfer of the Franchise Agreement in accordance with its terms.

G. TERM AND TERMINATION.

1. Except as otherwise provided below, this Agreement's term commences on the Effective Date and will continue until the expiration or termination of the Franchise Agreement.

2. Notwithstanding the foregoing, FTRG reserves the right to terminate this Agreement for convenience upon ninety (90) days' prior written notice to Franchisee for any reason.

3. Notwithstanding anything in this Agreement, FTRG may also suspend Franchisee's access to the Software if, in its reasonable judgment, suspension is advisable ("Service Suspension"). Examples include: (i) threats to or disruption of the Software or third parties, unauthorized or illegal use, Franchisee's business closure or insolvency, maintenance, or legal restrictions; (ii) suspension or termination of FTRG's access to required third-party services; or (iii) Franchisee's breach of this Agreement or the Franchise Agreement and fails to cure the breach within the applicable cure period, if any. FTRG will use commercially reasonable efforts to provide updates and restore access once the cause of suspension is resolved. FTRG is not liable for any costs, losses, or damages resulting from a Service Suspension.

4. This Agreement will terminate automatically upon the effective date of the termination (for any reason) or expiration of the Franchise Agreement.

5. Upon the termination of this Agreement, Franchisee agrees to deliver immediately to FTRG (in the manner FTRG specifies) the Software, documentation for the Software, all data generated by use of the Software, and all other materials or information which relate to or reveal the Software and its operation. Franchisee shall not retain any copies of the Software and shall certify that fact to FTRG.

H. NO WARRANTIES/LIMITATION OF LIABILITY.

1. FTRG does not represent or warrant to Franchisee, and expressly disclaims any warranty, that the Software is error-free or that the operation and use of the Software by Franchisee will be uninterrupted or error-free. FTRG will have no obligation or liability for any expense or loss incurred by Franchisee arising from use of the Software. FTRG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE SOFTWARE FOR A PARTICULAR PURPOSE. FTRG SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT. FTRG shall use reasonable efforts to make the Software available to Franchisee throughout the term of this Agreement; however, that the Software may experience periods of downtime or unavailability, and that FTRG makes no assurances, guarantees,

representations or warranties regarding their uptime or availability. The Software is provided on an "AS-IS, AS AVAILABLE" basis only.

2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FTRG'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SOFTWARE OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY FRANCHISEE TO FTRG FOR USE OF THE SOFTWARE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM

3. Franchisee shall be solely responsible for installing the Software on or into the Designated System, for securing all training necessary to use the Software, and for obtaining all servicing necessary to maintain and repair the Software. Franchisee shall also be responsible, at its sole cost and expense, for maintaining reliable high-speed internet connectivity, compatible hardware, operating systems, and any other equipment, utilities, or services necessary for the proper installation, operation, and use of the Software and the Designated System. Franchisee acknowledges that the Software depends on internet connectivity and third-party network services that are not controlled by FTRG. FTRG shall not be responsible for any failure, delay, or interruption caused by internet service providers, telecommunications networks, or other third-party systems.

I. <u>INDEMNIFICATION</u>.

1. Franchisee shall indemnify, defend, and hold harmless FTRG, DTF, their affiliates, and their respective owners, officers, directors, members, managers, employees, and agents (each, an "Indemnified Party"), from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) Franchisee's use or misuse of the Software; (ii) Franchisee's breach of this Agreement; or (iii) Franchisee's violation of any applicable law or the rights of any third party in connection with the use of the Software. This Section will survive the expiration or termination of this Agreement. An Indemnified Party is not required to seek recovery from any insurer or other third party, or otherwise mitigate its losses, before asserting or recovering on a claim under this Section. Any failure to pursue such recovery or mitigation will not reduce or otherwise affect Franchisee's obligations under this Section.

J. <u>DISPUTE RESOLUTION</u>.

1. Any controversy, dispute, or claim between FTRG (and its affiliates and their respective owners, officers, directors, employees, and agents) and Franchisee (and its affiliates and their respective owners, officers, and directors) arising out of or relating to this Agreement, the Software, or the parties' relationship, including the validity or scope of this arbitration provision, shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted before one (1) arbitrator in a location within ten (10) miles of FTRG's principal business address at the time the arbitration demand is filed (currently Rye Brook, New York). The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

2. Each party shall bear its own attorneys' fees and costs. However, the arbitrator may award any relief available at law or in equity, including damages, injunctive relief, and reasonable attorneys' fees, except that the parties waive, to the fullest extent permitted by law, any right to recover punitive, exemplary, treble, or other multiple damages. The arbitrator's decision shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction.

3. The parties agree that arbitration shall be conducted only on an individual basis and not as a class, consolidated, or representative action. Notwithstanding the foregoing, either party may seek temporary or preliminary injunctive relief from a court of competent jurisdiction to protect its intellectual property, confidential information, or other proprietary rights pending resolution of the dispute through arbitration. Any judicial action by FTRG against Franchisee (or its owners) or by Franchisee (or its owners) against FTRG, its affiliates, or their respective owners, officers, directors, agents, or employees, relating to this Agreement, must be brought exclusively in the state or federal court nearest FTRG's principal business address at the time of filing (currently Rye Brook, New York). Franchisee and its owners irrevocably submit to the jurisdiction of these courts and waive any objections to jurisdiction or venue. Notwithstanding the foregoing, FTRG may seek temporary restraining orders, preliminary injunctive relief, or enforce an arbitration award in any court in the state where Franchisee resides or the Restaurant is located.

4. Except to the extent governed by federal law, this Agreement and any dispute arising from or relating to it shall be governed by the laws of the State of Delaware, without regard to its conflict of laws rules. Any claim arising out of or relating to this Agreement must be commenced within two (2) years after the act or omission giving rise to the claim, or such shorter period as may be required by applicable law.

K. MISCELLANEOUS

1. The parties are independent contractors, and nothing in this Agreement will be deemed to create any partnership, joint venture, agency, fiduciary, or employment relationship between the parties.

2. Franchisee may not assign or transfer this Agreement or any of its rights or obligations hereunder without FTRG's prior written consent, which may be granted or withheld in FTRG's sole discretion; provided, however, that Franchisee may assign this Agreement in connection with a permitted transfer of the Franchise Agreement. FTRG may assign this Agreement at any time to an affiliate or in connection with a merger, sale of assets, or similar transaction upon written notice to Franchisee.

3. All notices required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by nationally recognized overnight courier, or sent by certified or registered mail (return receipt requested) to the parties at their respective addresses set forth above, or to such other address as a party may designate by written notice.

4. This Agreement constitutes the entire agreement between the parties regarding the Software and supersedes all prior or contemporaneous agreements, understandings, negotiations, or representations relating to its subject matter. This Agreement may be amended only by a written instrument signed by both parties.

5. If any provision of this Agreement is held to be invalid or unenforceable by a court or arbitrator of competent jurisdiction, the remaining provisions will remain in full force and effect, and the invalid provision will be modified to the minimum extent necessary to make it enforceable while preserving the parties' original intent.

6. No waiver of any breach of this Agreement will be deemed a waiver of any subsequent breach. Any waiver must be in writing and signed by the party granting the waiver.

7. Any provisions which by their nature should survive expiration or termination of this Agreement, including without limitation Sections relating to confidentiality, intellectual property,

limitation of liability, indemnification, dispute resolution, and data ownership, will survive such expiration or termination.

8. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together constitute one and the same instrument. Signatures delivered electronically or in PDF format will be deemed original signatures.

[*Signature page follows*]

FTRG and Franchisee have executed this Agreement effective as of the Effective Date.

FOUNDERS TABLE RESTAURANT GROUP, LLC, a Delaware limited liability company	**FRANCHISEE:** [______________________]
By:_______________________________________	By:_______________________________________
Name:_____________________________________	Name:_____________________________________
Title:_____________________________________	Title:_____________________________________
Date:_____________________________________	Date:_____________________________________

EXHIBIT A

SOFTWARE SET-UP FEE AND SOFTWARE LICENSE FEE

1. Software Set-Up Fee. The Software Set-Up Fee is $500.

2. Software License Fee. As of the Effective Date, the Software License Fee is $100 per month. The Software License Fee is subject to increase as provided in Section B.2 of the Software License Agreement.

FOUNDERS TABLE RESTAURANT GROUP, LLC, a Delaware limited liability company	**FRANCHISEE:** [______________________]
By:________________________________	By:________________________________
Name:______________________________	Name:______________________________
Title:_______________________________	Title:_______________________________
Date:_______________________________	Date:_______________________________

EXHIBIT H (B)

SOFTWARE LICENSE AGREEMENT (MOBILE APP)

FOUNDERS TABLE RESTAURANT GROUP, LLC

SOFTWARE LICENSE AGREEMENT (MOBILE APP/WEBSITE)

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is effective as of _______________ (the "Effective Date"), by and between Founders Table Restaurant Group, LLC, a Delaware limited liability company with its principal business address at 800 Westchester Avenue, Suite N-321, Rye Brook, New York 10573 ("FTRG"), and __________________________________, a(n) ____________________ with its principal address at ___________________________ ("Franchisee").

WHEREAS, FTRG's affiliate, DT Franchising LLC ("DTF"), and Franchisee have signed a franchise agreement as of the Effective Date (the "Franchise Agreement"), pursuant to which DTF granted Franchisee a franchise to construct, develop, and operate a DOS TOROS TAQUERIA® Restaurant (as defined in the Franchise Agreement) at a location to be identified by Franchisee and accepted by DTF (the "Restaurant");

WHEREAS, FTRG currently owns certain proprietary Software (defined below) that it is willing to license to DOS TOROS TAQUERIA® Restaurant franchisees to use in operating their DOS TOROS TAQUERIA® Restaurants; and

WHEREAS, Franchisee desires to use the Software in connection with operating its Restaurant, and FTRG is willing to authorize Franchisee to use the Software for that purpose subject to this Agreement's terms and conditions.

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

A. GRANT OF LICENSE.

1. Upon the terms and conditions set forth in this Agreement, FTRG hereby grants to Franchisee, and Franchisee hereby accepts from FTRG, a personal, non-exclusive, non-transferable license to install, download, and/or use—solely in connection with Franchisee's operation of its Restaurant—FTRG's proprietary mobile App and website-based online ordering system and associated or related documentation or other similar printed or machine-readable matter and any such modifications, upgrades, third-party interfaces, or additions which may be provided by FTRG to Franchisee, as modified by FTRG periodically in its sole judgment (collectively, the "Software"), in conjunction with compatible hardware approved by FTRG and DTF, as modified periodically in their sole judgment (the "Designated System"). Franchisee acknowledges and agrees that FTRG (and, when applicable as provided in the Franchise Agreement, DTF) has the unlimited right to modify in its sole judgment any and all aspects and components of the Software and/or Designated System (including in the form of additions, substitutions, replacements, or modifications).

2. Franchisee acknowledges and agrees that the license granted by this Agreement extends solely to the use by Franchisee and its authorized employees, agents, and representatives of the Software on the Designated System. Franchisee must purchase or lease the Designated System at its cost in accordance with the terms of the Franchise Agreement.

3. Use of the Software for any purpose other than in connection with Franchisee's operation of its Restaurant pursuant to the Franchise Agreement is strictly prohibited.

4. Except with FTRG's prior written consent, the Software shall not be:

(a) operated by persons other than Franchisee and its authorized employees, agents, and representatives;

(b) operated on equipment other than the Designated System; or

(c) used in conjunction with any other computer applications program without FTRG's (and, when applicable as provided in the Franchise Agreement, DTF's) prior written approval.

B. PAYMENT.

1. For the rights granted by this Agreement, Franchisee shall pay FTRG simultaneously with signing this Agreement a one-time Software registration and initial set-up fee for the Restaurant in the amount set forth in Exhibit A (the "Software Set-Up Fee").

2. (a) In addition to the Software Set-Up Fee, Franchisee shall pay to FTRG a monthly technical support and maintenance fee (the "Software License Fee") in the amount set forth in Exhibit A for e-mail and web-based support during business hours, Software updates, and online training materials for Franchisee's Restaurant. Franchisee shall pay FTRG the Software License Fee on a monthly basis on or before the first day of each calendar month during this Agreement's term, provided that the first Software License Fee shall not be due until on or before the first day of the calendar month following the month during which Franchisee first opens its Restaurant for business. Franchisee shall make all such payments electronically and cooperate with FTRG to set up the necessary payment procedures.

(b) FTRG reserves the right to increase the amount of the monthly Software License Fee during this Agreement's term, provided that any such increase will not exceed five percent (5%) annually.

(c) FTRG also reserves the right during this Agreement's term to modify the Software, to require Franchisee to use that modified Software, and (in addition to the rights that DTF reserves in the Franchise Agreement with respect to the Computer System) to require Franchisee to upgrade the Designated System as necessary to run the Software.

C. CONFIDENTIALITY OF ALL SOFTWARE PROVIDED UNDER THIS AGREEMENT.

1. All information collected through or stored on the Software shall be FTRG's and/or its affiliates confidential information ("Confidential Information"). However, Confidential Information does not include Restricted Data (as defined in Section E.2) and information, knowledge, or know-how that lawfully is or becomes generally known in the restaurant industry or that Franchisee knew from previous business experience before FTRG gives Franchisee access to it (directly or indirectly).

2. Franchisee shall not acquire any ownership or other interest in any Confidential Information, other than the limited right to use certain Confidential Information as FTRG specifies for the purpose of operating the Restaurant during the Term in accordance with Brand Standards and the terms of this Agreement. Franchisee acknowledges that using any Confidential Information in another business would constitute an unfair method of competition with FTRG, its affiliates, suppliers, and franchisees. Franchisee further acknowledges and agrees that Confidential Information is proprietary, includes

FTRG's and its affiliates' trade secrets, and is disclosed to Franchisee solely on the condition that Franchisee, its owners, officers, employees, and agents agree to maintain its confidentiality. Franchisee agrees that it and its owners, officers, employees, and agents will:

(a) process, retain, use, collect, and disclose any Confidential Information strictly to the limited extent, and in such a manner, as necessary for the development and operation of your Restaurant in accordance with this Agreement, and not for any other purpose of any kind;

(b) not process, retain, use, collect, and disclose the Confidential Information strictly in accordance with the privacy policies and our instructions that FTRG may establish from time to time;

(c) not sell, assign, lease, sublicense, market, or commercially exploit in any way the Software, the Confidential Information, or any data, reports, or other printed materials generated by the use of the Software or any of its components;

(d) not to use any Confidential Information in another business or capacity and at all times to keep Confidential Information absolutely confidential, both during and after the Term (afterward for as long as the information is not generally known in the restaurant industry), provided, however, that nothing in this Section or elsewhere in this Agreement restricts or is intended to restrict Franchisee's communications with any state or federal law regulator or enforcement authority about potential violations of law;

(e) not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form;

(f) implement and maintain administrative, physical, and technical safeguards, including any periodically specified by FTRG, to prevent unauthorized use or disclosure of Confidential Information; and

(g) not sell, trade, or otherwise profit in any way from the Confidential Information (including by selling or assigning any Consumer Data (as defined Section E.) or related information or Data), except during the Term using methods we have approved

(h) not disclose or grant access to the Software, or any data generated by the use of the Software or any of its components, to any third party other than those to whom FTRG has consented in writing and who have agreed in writing with FTRG to keep the Software or such data confidential;

(i) not reverse engineer the Software or attempt to obtain the Software's source code; or

(j) not copy or reproduce the Software, or any data generated by the use of the Software or any of its components, in any manner, provided that nothing shall prohibit Franchisee from using the data generated by the Software to the extent reasonably necessary to comply with local, state, and federal laws and for purposes of operating the Restaurant pursuant to the Franchise Agreement.

D. <u>RIGHTS AND RESTRICTIONS</u>.

1. As between FTRG and Franchisee, FTRG retains all rights, title, and interest in and to the Software. Except for these specific, limited rights, nothing in this Agreement shall be construed, by implication, waiver, estoppel, or otherwise, as granting Franchisee or any third party any intellectual property rights, ownership, or other right, title, or interest in or to the Software or any of FTRG's proprietary materials, whether now known or later developed. Franchisee agrees that it will not attempt to patent, copyright, or otherwise assert proprietary rights to the Software and any data generated by the use of the Software. Franchisee agrees that all copies of the Software, and any data, reports, or other printed or electronic media materials generated by use of the Software or any of its components, in Franchisee's possession will contain the copyright notices, confidential legends, and/or other notices of proprietary rights specified by FTRG. Franchisee further agrees that, during the Term of this Agreement and for a period of two (2) years thereafter (including, for two (2) years after any transfer, as to the transferee), Franchisee will not (and will use its best efforts to cause its owners, agents, representatives, and affiliates not to) directly or indirectly, develop, design, create, license, market, sell, or otherwise participate in the development or commercialization of any mobile ordering software or similar software system that competes with, is substantially similar to, or is intended to perform functions comparable to the Software.

2. Franchisee shall not use the Software to transmit malicious code, interfere with system security, attempt unauthorized access to any system or network, or otherwise engage in activity that may damage, disable, overburden, or impair the Software or related systems. Franchisee may not modify the Software in any way. Franchisee agrees to disclose to FTRG promptly all ideas and suggestions for modifications or enhancements of the Software conceived or developed by or for Franchisee, and FTRG will have the right to use such ideas and suggestions and incorporate them into the Software. All modifications and enhancements of the Software and all related intellectual property rights will be deemed to be works-made-for-hire for FTRG and shall otherwise be FTRG's property, without regard to the source of the modification or enhancement. To the extent the Software is not deemed to be a "work-made-for-hire," Franchisee agrees to sign any documents that may be necessary to vest FTRG with ownership of any such modifications or enhancements conceived or developed by or for Franchisee.

3. FTRG, DTF, and their other affiliates will have the right of continuous access to the Software and all data processed on the Software with respect to the Restaurant, and Franchisee agrees to provide FTRG, DTF, and their other affiliates with such continuous access in the manner FTRG specifies from time to time. FTRG will have the right at all times, directly and indirectly, to audit, retrieve, analyze, and use all data in the files of Franchisee generated by the Software. Franchisee agrees to sign any documents that may be necessary to vest FTRG with ownership of any such modifications or enhancements conceived or developed by Franchisee.

4. The Software must not be accessible to the general public or to Restaurant personnel other than authorized users designated by FTRG or DTF. Franchisee must maintain effective control over and be able to account for all access to the area surrounding the Designated System. Franchisee is responsible and liable for all acts and omissions resulting from its and its employees' and representatives' use of the Software, including, without limitation, any loss, theft, damage, or destruction of Software and its contents. Without limiting the generality of the foregoing, Franchisee is responsible for all acts and omissions of its users, and any act or omission by Franchisee's users that would constitute a breach of this Agreement if taken by Franchisee will be deemed a breach of this Agreement by Franchisee. Franchisee shall make all its users aware of this Agreement's provisions and take reasonable efforts to cause its users to comply with such provisions. Franchisee must promptly notify FTRG in writing if Franchisee has knowledge of any loss, theft, damage or destruction of the Software or any of its components or contents.

5. Franchisee shall be responsible for the safekeeping, proper use and management of all passwords or other access controls to the Software to be used by Franchisee and its users. Franchisee shall implement adequate security controls to ensure that all passwords and access controls are made available only to authorized users for the uses permitted under this Agreement. If Franchisee learns of any loss or unauthorized use of such passwords or access controls, Franchisee shall immediately notify FTRG of the same and reasonably cooperate in the investigation of the incident and take such steps as FTRG may require.

6. FTRG may from time to time make third-party products, software, or data that are provided with, incorporated into or integrated with the Software (collectively, the "Third-Party Products") available to Franchisee as part of the Software. Such Third-Party Products may be subject to their own terms and conditions. If Franchisee uses the Third-Party Products, which may be required by FTRG, Franchisee must abide by the applicable terms and conditions for such Third-Party Products.

7. FTRG may, from time to time, provide upgrades, updates, patches, or other modifications to the Software ("Updates") to improve its functionality, security, or performance. Franchisee will promptly install or implement all such Updates as directed by FTRG. FTRG may, in its discretion, install certain Updates remotely without prior notice to Franchisee. Franchisee acknowledges that failure to timely install or implement Updates may result in limited functionality, security vulnerabilities, or Software Suspension. Unless otherwise specified in writing by FTRG, all Updates are deemed part of the Software and subject to the same terms and conditions of this Agreement.

8. Franchisee acknowledges and agrees that Franchisee's violation of the provisions of this Section or Section C would cause FTRG irreparable injury for which FTRG would have no adequate remedy at law. Therefore, in addition to any other remedies which it may have, FTRG is entitled to temporary restraining orders and preliminary injunctive relief against any such violation.

E. DATA OWNERSHIP.

1. During and after the term of this Agreement, you (and each of your owners) agree to, and to cause your respective current and former employees, representatives, affiliates, successors and assigns to: (a) process, retain, use, collect, and disclose all names, addresses, telephone numbers, e-mail addresses, dates of birth, demographic or related information, buying habits, preferences, credit-card information, and other personally-identifiable information of customers of the Restaurant ("Consumer Data") only in strict accordance with Laws, the guidance and codes of practice issued by industry or regulatory agencies, and privacy policies designated by us; (b) assist us with meeting our compliance obligations under all applicable laws, regulations, and orders relating to Consumer Data, including the guidance and codes of practice issued by industry or regulatory agencies; and (c) promptly notify us of any communication or request from any customer or other person to access, correct, delete, opt-out of, or limit activities relating to any Consumer Data. As between Franchisee and FTRG, Consumer Data belongs to FTRG and/or its affiliates.

2. FTRG and/or its affiliates own all data on the Software other than the following data ("Restricted Data"): (i) any personal information or personally identifiable information of the employees, officers, contractors, owners or other personnel of Franchisee, its affiliates, or the Restaurant; (ii) such other information as FTRG from time to time expressly designate as Restricted Data; and/or (c) any other personal information or personally identifiable information to which we do not have access. Regardless of any guidance we may provide generally and/or any specifications that we may establish for Consumer Data, you have sole and exclusive responsibility for all Restricted Data, including establishing protections and safeguards for such Restricted Data; provided, that in each case you agree to comply with all Laws

and the guidance and codes of practice issued by industry or regulatory agencies applicable to such Restricted Data.

3. Franchisee is solely responsible for maintaining any backups of its operational data unless otherwise expressly provided by FTRG in writing. FTRG shall have no responsibility for any loss, corruption, or destruction of data stored on or transmitted through the Software.

F. <u>TRANSFER</u>.

The license to use the Software may not be transferred except in conjunction with a transfer of the Franchise Agreement in accordance with its terms.

G. <u>TERM AND TERMINATION</u>.

1. Except as otherwise provided below, this Agreement's term commences on the Effective Date and will continue until the expiration or termination of the Franchise Agreement.

2. Notwithstanding the foregoing, FTRG reserves the right to terminate this Agreement for convenience upon ninety (90) days' prior written notice to Franchisee for any reason.

3. Notwithstanding anything in this Agreement, FTRG may also suspend Franchisee's access to the Software if, in its reasonable judgment, suspension is advisable ("Service Suspension"). Examples include: (i) threats to or disruption of the Software or third parties, unauthorized or illegal use, Franchisee's business closure or insolvency, maintenance, or legal restrictions; (ii) suspension or termination of FTRG's access to required third-party services; or (iii) Franchisee's breach of this Agreement or the Franchise Agreement and fails to cure the breach within the applicable cure period, if any. FTRG will use commercially reasonable efforts to provide updates and restore access once the cause of suspension is resolved. FTRG is not liable for any costs, losses, or damages resulting from a Service Suspension.

4. This Agreement will terminate automatically upon the effective date of the termination (for any reason) or expiration of the Franchise Agreement.

5. Upon the termination of this Agreement, Franchisee agrees to deliver immediately to FTRG (in the manner FTRG specifies) the Software, documentation for the Software, all data generated by use of the Software, and all other materials or information which relate to or reveal the Software and its operation. Franchisee shall not retain any copies of the Software and shall certify that fact to FTRG.

H. <u>NO WARRANTIES/LIMITATION OF LIABILITY</u>.

1. FTRG does not represent or warrant to Franchisee, and expressly disclaims any warranty, that the Software is error-free or that the operation and use of the Software by Franchisee will be uninterrupted or error-free. FTRG will have no obligation or liability for any expense or loss incurred by Franchisee arising from use of the Software. FTRG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE SOFTWARE FOR A PARTICULAR PURPOSE. FTRG SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT. FTRG shall use reasonable efforts to make the Software available to Franchisee throughout the term of this Agreement; however, that the Software may experience periods of downtime or unavailability, and that FTRG makes no assurances, guarantees,

representations or warranties regarding their uptime or availability. The Software is provided on an "AS-IS, AS AVAILABLE" basis only.

2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FTRG'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SOFTWARE OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY FRANCHISEE TO FTRG FOR USE OF THE SOFTWARE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM

3. Franchisee shall be solely responsible for installing the Software on or into the Designated System, for securing all training necessary to use the Software, and for obtaining all servicing necessary to maintain and repair the Software. Franchisee shall also be responsible, at its sole cost and expense, for maintaining reliable high-speed internet connectivity, compatible hardware, operating systems, and any other equipment, utilities, or services necessary for the proper installation, operation, and use of the Software and the Designated System. Franchisee acknowledges that the Software depends on internet connectivity and third-party network services that are not controlled by FTRG. FTRG shall not be responsible for any failure, delay, or interruption caused by internet service providers, telecommunications networks, or other third-party systems.

I. <u>INDEMNIFICATION</u>.

1. Franchisee shall indemnify, defend, and hold harmless FTRG, DTF, their affiliates, and their respective owners, officers, directors, members, managers, employees, and agents (each, an "Indemnified Party"), from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) Franchisee's use or misuse of the Software; (ii) Franchisee's breach of this Agreement; or (iii) Franchisee's violation of any applicable law or the rights of any third party in connection with the use of the Software. This Section will survive the expiration or termination of this Agreement. An Indemnified Party is not required to seek recovery from any insurer or other third party, or otherwise mitigate its losses, before asserting or recovering on a claim under this Section. Any failure to pursue such recovery or mitigation will not reduce or otherwise affect Franchisee's obligations under this Section.

J. <u>DISPUTE RESOLUTION</u>.

1. Any controversy, dispute, or claim between FTRG (and its affiliates and their respective owners, officers, directors, employees, and agents) and Franchisee (and its affiliates and their respective owners, officers, and directors) arising out of or relating to this Agreement, the Software, or the parties' relationship, including the validity or scope of this arbitration provision, shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted before one (1) arbitrator in a location within ten (10) miles of FTRG's principal business address at the time the arbitration demand is filed (currently Rye Brook, New York). The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

2. Each party shall bear its own attorneys' fees and costs. However, the arbitrator may award any relief available at law or in equity, including damages, injunctive relief, and reasonable attorneys' fees, except that the parties waive, to the fullest extent permitted by law, any right to recover punitive, exemplary, treble, or other multiple damages. The arbitrator's decision shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction.

3. The parties agree that arbitration shall be conducted only on an individual basis and not as a class, consolidated, or representative action. Notwithstanding the foregoing, either party may seek temporary or preliminary injunctive relief from a court of competent jurisdiction to protect its intellectual property, confidential information, or other proprietary rights pending resolution of the dispute through arbitration. Any judicial action by FTRG against Franchisee (or its owners) or by Franchisee (or its owners) against FTRG, its affiliates, or their respective owners, officers, directors, agents, or employees, relating to this Agreement, must be brought exclusively in the state or federal court nearest FTRG's principal business address at the time of filing (currently Rye Brook, New York). Franchisee and its owners irrevocably submit to the jurisdiction of these courts and waive any objections to jurisdiction or venue. Notwithstanding the foregoing, FTRG may seek temporary restraining orders, preliminary injunctive relief, or enforce an arbitration award in any court in the state where Franchisee resides or the Restaurant is located.

4. Except to the extent governed by federal law, this Agreement and any dispute arising from or relating to it shall be governed by the laws of the State of Delaware, without regard to its conflict of laws rules. Any claim arising out of or relating to this Agreement must be commenced within two (2) years after the act or omission giving rise to the claim, or such shorter period as may be required by applicable law.

K. <u>MISCELLANEOUS</u>

1. The parties are independent contractors, and nothing in this Agreement will be deemed to create any partnership, joint venture, agency, fiduciary, or employment relationship between the parties.

2. Franchisee may not assign or transfer this Agreement or any of its rights or obligations hereunder without FTRG's prior written consent, which may be granted or withheld in FTRG's sole discretion; provided, however, that Franchisee may assign this Agreement in connection with a permitted transfer of the Franchise Agreement. FTRG may assign this Agreement at any time to an affiliate or in connection with a merger, sale of assets, or similar transaction upon written notice to Franchisee.

3. All notices required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by nationally recognized overnight courier, or sent by certified or registered mail (return receipt requested) to the parties at their respective addresses set forth above, or to such other address as a party may designate by written notice.

4. This Agreement constitutes the entire agreement between the parties regarding the Software and supersedes all prior or contemporaneous agreements, understandings, negotiations, or representations relating to its subject matter. This Agreement may be amended only by a written instrument signed by both parties.

5. If any provision of this Agreement is held to be invalid or unenforceable by a court or arbitrator of competent jurisdiction, the remaining provisions will remain in full force and effect, and the invalid provision will be modified to the minimum extent necessary to make it enforceable while preserving the parties' original intent.

6. No waiver of any breach of this Agreement will be deemed a waiver of any subsequent breach. Any waiver must be in writing and signed by the party granting the waiver.

7. Any provisions which by their nature should survive expiration or termination of this Agreement, including without limitation Sections relating to confidentiality, intellectual property,

limitation of liability, indemnification, dispute resolution, and data ownership, will survive such expiration or termination.

8. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together constitute one and the same instrument. Signatures delivered electronically or in PDF format will be deemed original signatures.

[*Signature page follows*]

FTRG and Franchisee have executed this Agreement effective as of the Effective Date.

FOUNDERS TABLE RESTAURANT GROUP, LLC, a Delaware limited liability company	**FRANCHISEE:**
	[______________________]
By:________________________________	By:________________________________
Name:______________________________	Name:______________________________
Title:_______________________________	Title:_______________________________
Date:_______________________________	Date:_______________________________

EXHIBIT A

SOFTWARE SET-UP FEE AND SOFTWARE LICENSE FEE

1. Software Set-Up Fee. The Software Set-Up Fee is $1,000.

2. Software License Fee. As of the Effective Date, the Software License Fee is $150 per month. The Software License Fee is subject to increase as provided in Section B.2 of the Software License Agreement.

FOUNDERS TABLE RESTAURANT GROUP, LLC, a Delaware limited liability company	**FRANCHISEE:**
	[______________________]
By:________________________________	By:________________________________
Name:______________________________	Name:______________________________
Title:_______________________________	Title:_______________________________
Date:_______________________________	Date:_______________________________

NEW YORK REPRESENTATIONS PAGE

FRANCHISOR REPRESENTS THAT THIS FRANCHISE DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	Not Registered
Hawaii	Not Registered
Illinois	Not Registered
Indiana	Not Registered
Maryland	Not Registered
Michigan	Pending
Minnesota	Not Registered
New York	Pending
North Dakota	Not Registered
Rhode Island	Not Registered
South Dakota	Not Registered
Virginia	Not Registered
Washington	Not Registered
Wisconsin	April 30, 2026

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.

EXHIBIT I

RECEIPTS

RECEIPT
(OUR 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 DT 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, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Under New York law, we must provide this Disclosure Document at the earlier of the 1st personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If DT 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 appropriate state agency identified on Exhibit E.

The franchisor is DT Franchising LLC, located at 800 Westchester Avenue, Suite N-321, Rye Brook, New York 10573, (646) 374-0384.

Issuance Date: **April 30, 2026**

The franchise seller for this offering is:

- ❑ Jeff Drake, DT Franchising LLC, 800 Westchester Avenue, Suite N-321, Rye Brook, New York 10573, (646) 374-0384
- ❑ Jared Cohen, DT Franchising LLC, 800 Westchester Avenue, Suite N-321, Rye Brook, New York 10573, (646) 374-0384
- ❑ Colin McCabe, DT Franchising LLC, 800 Westchester Avenue, Suite N-321, Rye Brook, New York 10573, (646) 374-0384
- ❑ Name of Franchise Seller: ______________________________
  Principal Business Address: ______________________________
  ____

DT Franchising LLC authorizes the respective state agencies identified on Exhibit E to receive service of process for it in the particular state.

I received a Disclosure Document dated **April 30, 2026**, that included the following Exhibits:

Exhibit A	Franchise Agreement	Exhibit F	State-Specific Addenda
Exhibit B	Financial Statements	Exhibit G	Sample General Release
Exhibit C	List of Franchisees	Exhibit H (A)	Software License Agreement (DASH)
Exhibit D	Operations Manual Table of Contents	Exhibit H (B)	Software License Agreement (Mobile App)
Exhibit E	List of State Agencies/Agents for Service of Process	Exhibit I	Receipts

PROSPECTIVE FRANCHISEE:

If a business entity:

____
Name of Business Entity

By: ______________________________

Its: ______________________________

Print Name: ______________________________

Dated: ______________________________
(Do not leave blank)

If an individual:

____
Print Name: ______________________________

Dated: ______________________________
(Do not leave blank)

Please sign this copy of the receipt, print the date on which you received this Disclosure Document, and return it to DT Franchising LLC, located at 800 Westchester Avenue, Suite N-321, Rye Brook, New York 10573.

RECEIPT
(YOUR 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 DT 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, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Under New York law, we must provide this Disclosure Document at the earlier of the 1st personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If DT 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 appropriate state agency identified on Exhibit E.

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Principal Business Address: ______________________
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PROSPECTIVE FRANCHISEE:

If a business entity:

____
Name of Business Entity

By: ______________________

Its: ______________________

Print Name: ______________________

Dated: ______________________
(Do not leave blank)

If an individual:

____

Print Name: ______________________

Dated: ______________________
(Do not leave blank)

KEEP THIS COPY FOR YOUR RECORDS