



FRANCHISE DISCLOSURE DOCUMENT
FiLLi IP Rights Management DWC LLC
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The franchise offered is for the operation of a café under the name Filli Café offering FILLI Zafran Tea, hot pastas, pizzas, focaccias, quiches, Turkish breads, salads, sandwiches, cakes, pastries, muffins, and a selection of other baked goods and other food items.

We offer qualified individuals the right to own and operate three (3) more Filli Café business within a designated geographic area. The total investment necessary to begin operation of a Filli Café business ranges from \$624,500 to \$915,500. This includes between \$144,000 to \$205,500 which must be paid to the Franchisor or an 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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Abdul Rafiyah FiLLi at +971 4 220 4463, info@fillicafe.com or at Burjuman Business Tower - Office number 1404, Dubai, UAE.

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

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

There may also be laws on franchising in your state. Ask your state agencies about them.

The issuance date of this disclosure document is: July 1, 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 E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F 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 Filli Café 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 Filli Café franchisee?	Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See 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 New York, 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 New York, New York than in your own state.
2. **Short Operating History.** The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if the franchise fails.

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

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EXHIBIT A	STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS
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ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, “we,” “us” or “our” means FiLLi IP Rights Management DWC LLC, the “Franchisor.” “You” means the individual, corporation, limited liability company or partnership who buys the franchise, the Franchisee. If Franchisee is a corporation, limited liability or partnership, then “you” also includes Franchisee’s shareholders, members or partners.

The Franchisor:

We are a Dubai South Free Zone limited liability company formed on January 7, 2015. We do business under the name “Filli Café.” Our principal business address is Burjuman Business Tower - Office number 1404, Dubai, UAE. Our telephone number is +971 4 220 4463 and our email address is info@fillicafe.com. Our agents for service of process in the states whose franchise laws require us to name a state agency as agent for service of process are shown on Exhibit A.

We are offering franchises for café under the name Filli Café featuring a full-service café offering gourmet FILLI Zafran Tea, hot pastas, pizzas, focaccias, quiches, Turkish breads, sales, sandwiches, cakes, pastries, muffins, and a selection of other baked goods and other food items. We began offering franchises under the name Filli Café as of 2021. We have not offered franchises in any other line of business. We do not currently operate any business of the kind described in this disclosure document. We do not operate any other type of business.

Our Parents, Predecessor and Affiliates:

We do not have any parents or predecessors.

We do not have any affiliates that offer franchises in any line of business or that provide services or products to our franchisees.

The Franchise Offered:

We offer franchises for the right to establish and operate three (3) or more Filli Café business using the Principal Trademarks (defined below) and System (each a “Franchised Business” and collectively the “Franchised Businesses”). Items on the menu will be purchased from approved suppliers as provided for in the Confidential Operating Manual. You may also purchase menu items from local businesses, subject to our prior written approval.

If you are interested in purchasing a Franchised Business, we will require you to sign a franchise agreement, a form of which is attached as Exhibit B (“Franchise Agreement”). The Franchise Agreement will require you to open and operate at least three (3) Franchised Businesses, during an agreed upon period of time based on a precise opening schedule within an area that may consist of a state, county, city, town or other geographic area that you and us will mutually agree upon (the “Territory”). When determining your Territory, we may consider the population density, number of café businesses within the Territory, current and projected market demand, potential

customer base, access and visibility, traffic patterns and other economic, demographic and geographic factors determined by us in our sole discretion. We will assign you a Territory as we deem appropriate for your Franchised Businesses in our sole discretion.

Each of the Franchised Businesses must be owned and operated by the Franchisee, no sub-franchising is permitted. However, Franchisor will permit Franchisee to operate each Franchised Business from a separate entity, provided that the majority of the equity and voting interests are owned and controlled by Franchisee or its principals, and further provided that each entity signs the Joinder attached to the Franchise Agreement as Exhibit 10 and the Franchisee and its Owners signs the General Release in the form attached to the Franchise Agreement as Exhibit 3. Each entity that signs the Joinder will be bound by the terms and conditions of the Franchise Agreement.

Market Conditions:

The market for cafés that provide products and services offered by the Franchised Business is highly competitive. Notwithstanding our positive assessment of the market for cafés, there are many risks and uncertainties associated with this or any new business. The market for café services in particular is very competitive and fragmented. Franchisees will compete with national, regional and local competition including company owned and franchised chains as well as independently owned cafés. Some competitors may be larger and have better financial resources than Filli Café. Some competitors may have better name recognition than Filli Café. Some may be privately held or publicly held entities. The market for cafes is not seasonal. Additionally, your café business may be impacted by many factors including the local economic and market conditions, your experience and business knowledge, the geographic location of your business, your market competition, the sales level you reach and your ability to retain customers.

Industry Regulations:

In addition to laws and regulations that apply to businesses generally, your Franchised Business is subject to federal, state and local occupational health and safety regulations, as well as licensing requirements for health permits. Serving food is highly regulated with local health codes governing many aspects of food service operations including certain requirements for transportation, storage, preparation and production of food products.

You will be required to comply with all federal, state and local laws and regulations that generally apply to food service businesses. These include, but are not limited to, the Americans with Disabilities Act; the Fair Labor Standards Act; Equal Employment Opportunities Commission; Occupational Safety and Health Administration; Gramm-Leach-Bliley Act; The Patriot Act; Truth in Lending Act and other laws dealing with credit transactions and collections; Digital Millennium Copyright Act; regulations governing MMS, SMS, emails and telemarketing; the payment of license fees; general café rules and regulations; and, any advertising or content related rules and regulations, etc.

All trainees must hold a ServSafe Certification (or locally approved equivalent food handler's certification).

You should also be aware of federal, state and local labor regulations including minimum age and minimum wage laws. These requirements may apply to your business. The details of these restrictions may vary from state to state and from locality to locality.

Other than the above, we are unaware of any other specific industry regulations or licensing requirements governing the operation of a Filli Café business.

It is the sole responsibility of the franchisee to independently determine if there are any legal requirements that must be complied with or business issues that might impact their location and/or their possibility of generating a profit or a loss. Filli Café or its affiliates will not be responsible to ascertain the franchisee's initial and continuing legal responsibilities.

ITEM 2. BUSINESS EXPERIENCE

Chief Executive Officer: Abdul Rafiyah FiLLi

Abdul Rafiyah FiLLi has served as our Founder and CEO since January 2015. Since 2004 and continuing to date, Mr. Filli also serves as the Founder and CEO of Filli Café located in Dubai, UAE.

Chief Business Development Officer: Hitesh Mehta

Hitesh Mehta has served as our Chief Development Officer since January 2020.

Chief Operating Officer: Ciju Chandran

Ciju Chandran has served as our Chief Operating Officer since January 2019.

Director of Operations: Vivek Rathour

Vivek Rathour has served as our Director of Operations since 2015.

Director of Marketing: Mohamed Ashraf

Mohamed Ashraf has served as our Marketing Director since January 2015.

Projects Director: Abdul Hannan

Abdul Hannah has served as our Projects Director since August 2016.

Finance Manager: Vipin Das

Vipin Das has served as our Finance Manager since August 2025. From January 2010 through July 2025, Mr. Das served as the Finance Manager of SFC Group, located in UAE.

IT Manager: Ahmed Hasanain

Ahmed Hasanain has served as our IT Manager since July 2016.

HR Manager: Satheesh Mayala

Satheesh Mayala has served as our HR Manager since January 2015.

Head of Procurement: Abdul Sadik

Abdul Sadik has served as our Head of Procurement since September 2014.

Public Relations Officer: Musthafa Yousef

Musthafa Yousef has served as our Public Relations Officer since December 2007.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5. INITIAL FEES

Initial Franchise Fee

The initial franchise fee for the first Franchised Business is \$35,000, which is paid as follows: (i) 70% of the initial franchise fee will be paid on signing of the Franchise Agreement; and (ii) the remaining balance (\$10,500) will be paid prior to the opening of your Franchised Business, within ten (10) days of an invoice from us. upon execution of the Franchise Agreement. The initial franchise fee is uniformly imposed, fully earned at the time you make the payment to us and is not refundable.

Territory Development Fee:

The Franchise Agreement will require you to develop a minimum of three (3) Franchised Businesses (i.e. two (2) Franchised Businesses in addition to the first Franchised Business described above). The agreed number of Franchised Businesses must be opened during an agreed period-of-time based upon a precise opening schedule within the Territory. You will pay a Territory Development Fee which will depend on the number of Filli Café Franchised Businesses you are obligated to develop. The Territory Development Fee is \$35,000 for each Filli Café Franchised Business that you will develop. You must pay the Territory Development Fee as follows: (i) 70% of the Territory Development Fee for each Franchised Business will be paid on

signing of the Franchise Agreement; and (ii) the remaining balance for such Franchised Business will be paid prior to the opening of such Franchised Business. We will apply the first \$24,500 (\$35,000 x 70%) of the Territory Development Fee toward the initial franchise fee for the first Franchised Business that you are obligated to develop. The balance of the Territory Development Fee will be applied in an equal share (i.e. \$24,500) against the initial franchise fee of each subsequent Franchised Business that you are obligated to develop under the Franchise Agreement. For example, if you agree to develop three (3) Franchised Businesses, the Territory Development Fee will be \$105,000 (\$35,000 x 3). We will collect \$73,500 on signing of the Franchise Agreement and will apply \$24,500 toward the initial franchise fee for the first Franchised Business. The balance of the initial payment (\$49,000) will be applied equally ($\$49,000/2 = \$24,500$) toward the initial franchise fee for the second and third Franchised Business. Prior to developing the second and the third Franchised Business, you will be required to pay us \$10,500 (\$35,000 x 30%). The Territory Development Fee is fully earned at the time you make the payment to us and is not refundable regardless of whether you open any or all of your Franchised Businesses.

If, during the term of the Franchise Agreement, you and we agree to increase the number of Franchised Businesses that you may develop, you will be obligated to pay to us the applicable Territory Development Fee, at a rate of \$35,000 per each additional Franchised Business to be developed, which will be paid in the same manner as described above (70% of the additional Territory Development Fee when we agree to increase the number of Franchised Businesses to be developed and 30% of the additional Territory Development Fee for each additional Franchised Business to be developed prior to the opening of each Franchised Business. We may withhold our consent for the development of additional Franchised Businesses for any reason or no reason at all.

Initial Inventory:

Prior to opening of your Franchised Businesses, you are required to purchase from us or an affiliate of ours certain retail items, display items, food and beverage ingredients, and packaging supplies, recognizing that many items will be initially purchased in greater quantities, such as in case lots, plus allocations for training and waste. Typically, the cost of opening inventory goods and supplies will range between \$60,000 and \$100,000.

Other than above, you are not required to make any other payments to us or our affiliates for goods or services prior to opening your Franchised Business.

ITEM 6. OTHER FEES

<u>Name of Fee¹</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Royalty ²	5% of the Gross Revenues	Payable monthly on the 5 th of each month calculated on the previous	Not applicable.

		month's gross revenues.	
Brand Fund Contribution ³	0% of Gross Revenues	Not applicable	Not applicable.
Local Advertising Marketing and Promotional Expenditures ⁴	2% of Gross Revenues	Must be spent monthly; calculated on a rolling quarterly basis	Payable to your local advertising suppliers. Any advertising you wish to use must first be approved by us
Local and Regional Advertising Cooperatives	As established by cooperative members, currently \$0	As established by cooperative members	Established by cooperative members. See Note 4.
Interest	1.5% per month or highest rate allowed by law	As Incurred	Interest is paid to us from the date of nonpayment or underpayment. Interest is not refundable. The interest rate cannot exceed legal rate allowed by law and may be adjusted to reflect the same.
Non-Compliance Fee	Actual fees, costs, and expenses	On demand	Fees, costs, and expenses (including legal fees) incurred to us as a result of your breach or noncompliance with the terms of the franchise agreement.
Reporting Non-Compliance	\$150 per occurrence	Within 14 days of invoice	Payable for failure to timely submit Royalty and Activity Reports, and other reports and financial statements as required under the franchise agreement.
Operations Non-Compliance	\$450 to \$1,000 per occurrence	Within 14 days of invoice	Payable for failure to comply with operations standards as required and specific under the Franchise Agreement, the Confidential Operating Manual and otherwise, as well as inspection and re-inspection costs incurred by us.

Late Fee / Payment Non-Compliance	\$150 per occurrence	Within 14 days of invoice	Payable for failure to timely pay, when due, a fee or payment due to us under the franchise agreement, plus interest, costs, and legal fees.
NSF Check Fee of Failed Electronic Fund Transfer	\$50 per violation	As incurred	Payable if your bank account possesses insufficient funds and/or fails to process a payment or transfer related to a fee due from you to us.
Transfer Fee ⁵	50% of the then-current initial franchisee fee for each Franchised Business that is in operation at the time of the transfer	A portion of the transfer fee is paid upon application and the balance is paid on closing	The transfer fee is paid to us. The transfer fee is not refundable.
Relocation Fee ⁶	\$0	Not applicable	Not applicable.
Testing or Supplier Approval Fee	Actual fees, costs and expenses of inspection, evaluation and/or testing and other professional analysis.	Within 14 days of invoice	Testing or Supplier Approval fees are paid to us. This fee is not refundable.
Quality Assurance Audit	Costs and expenses	As invoiced	Payable if we engage a third-party to perform periodic quality assurance audits, including mystery business per programs.
Collections	Costs and expenses	As invoiced	For costs and expenses incurred by us in collecting fees due to us, and/or to enforce the terms of the franchise agreement or termination of the franchise agreement. Includes costs and expenses of re-inspections required by quality assurance audit.

Additional Attendees During Initial Training ⁷	\$0	Not applicable	Not applicable.
Supplemental Training ⁸	Currently \$200 per person, per day. Each year, we may increase this fee by \$100 per person, per day.	As incurred	Supplemental Training fees are paid to us. This fee is nonrefundable.
Initial Training Travel Costs ⁹	Costs and expenses to travel to your Franchised Business for an initial training program of up to 15 days. Length of travel may be up to 28 days.	As incurred	For costs and expenses incurred by us to travel to your Franchised Business. These costs and expenses are not refundable.
Annual Conference Fee	\$0	Not applicable	Not applicable.
Successor Agreement Fee ¹⁰	\$0	Not applicable	Not applicable.
Legal fees and expenses ¹¹	Costs and expenses, including but not limited to attorneys' fees for any failure to pay amounts when due or failure to comply in any way with the Franchise Agreement.	As Incurred	Legal fees and expenses are paid to us. These fees and expense are not refundable.
Indemnification	The amount of any claim, liability or loss we incur from your Franchised Business.	As Incurred	Costs for Indemnification are paid to us. These costs are not refundable.
Technology Fee ¹²	Currently \$0. If instituted, we may charge up to \$200 per month, per Franchised Business location then open and operating.	Monthly	The Technology Fee, if instituted, will be paid to us. The Technology Fee, if instituted, will not be refundable.

POS Software (Annual Cost)	Actual fees charged by third-party vendors. Currently, between \$1,000 and \$2,500 per year.	As incurred	This is paid to a third-party vendor. This cost is generally not refundable.
Reimbursement of Costs and Expenses ¹³	Costs and expenses.	As Incurred	Reimbursement of costs and expenses are paid to us. These costs are not refundable.
Confidential Operating Manual Replacement Fee ¹⁴	\$0	Not applicable	Not applicable.
Post-Termination or Post-Expiration Expenses ¹⁵	Costs and expenses	As Incurred	Reimbursement of our post-termination or post-expiration expenses is paid to us.
Audit Fee ¹⁶	Costs and expenses	As incurred	Payable for costs incurred by us for each financial audit. Provided the audit determines underreporting of 2% or greater during any designated audit period. Includes fees incurred by us including audit, legal, travel, and reasonable accommodations.
Myster Shopper Program ¹⁷	Costs and expenses	As incurred, but not more than twice per year	If we visit one or more of your Franchised Business(es), or retain a third party to do so, you will be required to reimburse us or the third-party for all costs and expenses to visit your Franchised Business(es) if it is determined that one or more of your Franchised Businesses did not comply with operational standards, as required under the Franchise Agreement, the Confidential Operating Manual or otherwise in writing.

Gross Up on Taxes ¹⁸	Amount of taxes, as calculated by you	As incurred	See Note 18
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Notes

1) The table above provides recurring or isolated fees or payments that you must pay to us or our affiliates or that we or our affiliates impose or collect in whole or in part on behalf of a third party or that you are required to spend by the Franchise Agreement. All fees and expenses described in this Item 6 are nonrefundable. Except as otherwise indicated in the chart above, we uniformly impose all fees and expenses listed and they are payable to us and are fully earned upon receipt by us. Except as otherwise indicated, fees and expenses paid to us will be paid via ACH or another method we select.

2) Royalty payments are paid monthly unless we designate an alternative period. Each royalty payment is calculated based on the prior month's Gross Revenues of each Franchised Business. Your royalty payment will be the total of five percent (5%) of your Gross Revenues for a single location. All fees are payable to us by an electronic funds transfer ("EFT") or such other method as we shall designate, from your designated bank account on the date due.

Gross Revenues are defined in the Franchise Agreement to include all income of any type or nature and from any source that you derive or receive directly or indirectly from, through, by or on account of the operation of the Franchised Businesses at any time after the signing of your Franchise Agreement, in whatever form and from whatever source, including but not limited to cash, services, in kind from barter and/or exchange, on credit or otherwise as well as business interruption insurance proceeds, all without deduction for expenses including marketing expenses and taxes. However, the definition of Gross Revenues does not include sales tax that is collected from customers and actually transmitted to the appropriate taxing authorities.

3) Currently, we do not require you to contribute to a Brand Fund ("Brand Fund Contribution"). If we create a Brand Fund in the future, we will not require you to contribute to the Brand Fund unless you mutually agree to do so.

4) You are currently required to spend a minimum of two percent (2%) of Gross Revenue on local advertising, marketing and promotional programs ("Local Advertising"). However, you may choose to spend more on the promotion of your Franchised Businesses.

There are currently no advertising cooperatives in our System. We may create a regional advertising cooperative, in our sole discretion. Contributions to any advertising cooperative will be established by the cooperative members. Any financial contributions made by you to the advertising cooperative may be credited against your required expenditures for Local Advertising. Company-owned units may be active members of any cooperative and may possess voting power in accordance with the rules of the cooperative as we may determine in our sole discretion.

In addition to your voluntary Local Advertising expenditures, you may wish to use Social Media Platforms (defined as web based platforms such as Facebook, Instagram, X, LinkedIn, blogs and other networking and sharing sites) or use Social Media Materials (defined as any material on any Social Media Platform that makes use of our Principal Trademarks, name, brand, products or your Franchised Businesses whether created by us, you or a third-party). You may not use a Social Media Platform or Social Media Materials without our prior written approval. Your expenditures toward Social Media Platforms and Social Media Materials will not count towards your required Local Advertising expenditures.

5) If you wish to transfer your Franchised Agreement, you will be required to pay us a transfer fee. The fee to transfer a Franchised Business is 50% of the then-current initial franchise fee per Franchised Business that is operating at the time of the transfer. The transfer fee will be paid as follows: \$3,000 per operating Franchised Business is paid upon application to approve the transfer and the balance is paid upon closing. There is no transfer fee per Franchised Business to be developed in accordance with the Development Schedule.

- 6) If you relocate a Franchised Business, you will not be required to pay us any costs and expenses related to the relocation of that Franchised Business.
- 7) We will provide initial training at no cost for tuition or materials to up to three (3) people (at least one owner and one manager) for your first Franchised Business. If you develop more than one Franchised Business, we will provide training to one manager for each Franchised Business at no additional charge. You may request that additional individuals attend initial training, whether for your first Franchised Business or any subsequent one, and if we agree to provide initial training to them, then the additional attendees are responsible for their travel costs and expenses. If you request to complete training in UAE, and we agree to hold a portion of the initial training in the UAE, you will be responsible for all travel costs and expenses of your staff while training in the UAE. We do not require any portion of the initial training to be held in the UAE, but may, at our discretion, agree to a request from you to do so.
- 8) We may require that you, your Operating Principal, your managers and/or employees complete supplemental training after the initial training program. If we provide you with supplemental training, you will be charged our then-current rate, which as of the date of this disclosure document is \$200 per person, per day. You are responsible, at your own expense, to pay for all travel, room and board and wages for you and your employees during this training. Each year, upon written notice to you, we may increase this fee by an amount up to \$100 per person, per day, in our sole discretion.
- 9) The initial training program for your first Franchised Business will be provided at the location of your first Franchised Business for a period of up to fifteen (15) days. The initial training program typically runs from a period that starts 10 to 14 days prior to the opening of your Franchised Business to 7 to 10 days after opening. We will determine the exact dates on which to provide any onsite training. We will send up to 3 people to the location of your Franchised Business to provide the initial training program. You will be required to pay or reimburse us for all travel, lodging, meals, and other reasonable living expenses for our staff while traveling and providing you with initial training. Members of our senior management fly either premium economy, business class or its equivalent. Lodging for all members of our staff will be a 4-star hotel or greater. Inclusive of the initial training program, the length of the travel period may be up to 28 days. For each Franchised Business that you open thereafter, we may provide additional onsite training; if we do, the exact duration of such onsite training will be mutually agreed by you and us.
- 10) Two options for additional seven (7) year successor franchise agreements is available to qualified franchisees under certain circumstances and in accordance with the conditions contained in the Franchise Agreement.
- 11) In addition to the requirement that you reimburse us for amounts of all other claims, liabilities or losses we incur from your Franchised Businesses, if we elect to enforce the terms of any Confidentiality, Non-Use and Non-Competition Agreement against any individual required to execute such agreement, you must reimburse us for our attorneys' fees, expert fees, court costs and all other expenses of litigation in connection with that enforcement.
- 12) We currently do not charge a Technology Fee. The Technology Fee represents our cost for maintaining Filli Café website or causing a third party to maintain the Filli Café website and incorporating information relating to your Franchised Business locations. This fee also includes the cost of supporting and developing technology for use in connection with the System. You will be charged our then-current fee for technology support and development which as of the date of this disclosure document is currently \$0. However, upon written notice to you, we may implement this fee and increase as needed, which, if instituted, will not exceed \$200 per month, per Franchised Business location.
- 13) If after notice, you fail to cure any deficiency in a Franchised Business and/or your operation of a Franchised Business, we may in our sole discretion, correct the deficiency. If we elect to correct the deficiency, you will reimburse us for our costs and expenses incurred in correcting the deficiency.
- 14) If your copy of the Confidential Operating Manual is lost, destroyed or significantly damaged, you will be required to obtain a replacement copy at no additional cost.
- 15) Upon expiration or termination of your Franchise Agreement, we may elect in our sole discretion to take steps to modify, alter or de-identify one or more of your Franchised Businesses. If we do so, you must reimburse us for our costs and expenses associated with the cessation of the Franchised Businesses and any de-identification of one

or more of the Franchised Businesses. These costs and expenses are not refundable under any circumstance and must be paid upon invoice from us.

16) We have the right to conduct an audit of the books and records of the Franchised Businesses. If we do so, with an independent auditor or otherwise and it is determined that you underestimated your Gross Revenues in any report by two percent (2%) or less, then you must pay within fifteen (15) days of written notice, the underreported amount plus interest. If it is determined that you underestimated your Gross Revenues in any report by more than two percent (2%), then you must pay within fifteen (15) days of written notice, the underreported amount along with the cost of conducting the audit, including without limitation travel, lodging, meals, wages, expenses, accountant fees, attorneys' fees and interest.

17) We have the right to conduct "mystery shopper" quality control and evaluation visits of your Franchised Businesses. We may hire a third-party, independent service to conduct these mystery shopper visits as well. We will not conduct more than two (2) mystery shopper visits in any calendar year. You must participate in our mystery shopper program and we require you to reimburse us or the third-party for all costs and expenses in connection with the mystery shopper program, including but not limited to reimbursement of our travel expenses, if it is determined that one or more of your Franchised Businesses did not comply with our operational standards, as required under the Franchise Agreement, the Confidential Operating Manual or otherwise in writing.

18) In the event that any taxes, including but not limited to withholding taxes, are required to be deducted or withheld from any payments made by you to us under the Franchise Agreement, you will gross up/increase the amount due to us so that we receive the full amount due, net of any such deductions or withholdings. You will be responsible for paying any and all taxes, making any and all withholdings and otherwise complying with all applicable laws, codes and regulations.

ITEM 7. ESTIMATED INITIAL INVESTMENT

<u>YOUR ESTIMATED INITIAL INVESTMENT</u>				
<u>Type of Expenditure</u> ¹	<u>Estimated Amount</u> Low – High	<u>Method of Payment</u>	<u>When Due</u>	<u>To Whom Payment is Made</u>
Initial Franchise Fee ²	\$35,000	Lump sum	70% of the initial franchisee fee at signing of Franchise Agreement and the balance (30%) before opening the Franchised Business	The initial franchise fee is paid to us
Territory Development Fee ³	\$49,000 - \$70,000	Lump sum	At signing of Franchise Agreement	The Territory Development Fee is paid to us
Construction, Leasehold Improvements ⁴	\$200,000 - \$250,000	As incurred	Before opening	Contractor/Third-party providers

Furniture and Fixtures ⁵	\$40,000 - \$50,000	Lump sum	Before opening	Third-party providers
Equipment ⁶	\$125,000 - \$175,000	Lump sum	Before opening	Third-party providers
Signage (interior and exterior) ⁷	\$10,000 - \$15,000	As incurred	Before Opening	Third-party providers
Computer, Software and POS System ⁸	\$3,000 - \$5,000	Lump Sum	Before opening	Third-party providers
Opening Inventory ⁹	\$60,000 - \$100,000	As incurred	Before opening	Us, an affiliate, or a third-party providers
Rent Deposits ¹⁰	\$15,000 - \$30,000	As incurred	Before opening	Landlord
Utility Deposits ¹¹	\$2,500 - \$5,000	As incurred	Before opening	Utility providers
Insurance Deposits and Premiums ¹²	\$2,000 - \$4,000	As arranged	Before opening	Insurance company
Pre-opening Travel Expense ¹³	\$10,000 - \$25,000	As incurred	Before opening	Airline, hotel, cafés
Grand Opening Marketing ¹⁴	\$10,000 - \$15,000	As incurred	90 days before opening to 60 days after opening	Third-party providers
Professional Fees ¹⁵	\$2,000 - \$5,000	As arranged	Before opening	Attorneys, accountants, architectural design
Business Permits and Licenses ¹⁶	\$10,000 - \$30,000	As incurred	Before opening	Licensing Authorities
Menu Printing, Stationery and Office Supplies ¹⁷	\$1,000 - \$1,500	As incurred	Before opening	Third-party providers
Additional funds – 3 Months ¹⁸	\$50,000 - \$100,000	As incurred	After opening	Various
Total¹⁹	\$624,500 - \$915,500			

Notes

1) In general, none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable. We do not finance any portion of your initial investment. All of our estimates assume that you will purchase the required items. Your costs may be lower if you choose to lease some items.

2) The initial franchise fee is the same for all similarly situated franchisees. The initial franchise fee is paid in

two installments: 70% of the initial franchise fee when you sign the Franchise Agreement and 30% prior to the opening of the Franchised Business. The initial franchise fee is fully earned when paid and is non-refundable. See Item 5 for more information.

3) When you sign the Franchise Agreement, you must pay a Territory Development Fee, which is based on the number of franchised businesses to be developed under the development schedule at a rate of \$35,000 per Franchised Business to be developed. At the time of signing the Franchise Agreement, you will pay 70% of the Territory Development Fee. We will apply \$24,500 of the Territory Development Fee toward the payment of the initial franchise fee for the first Franchised Business. We will apply the balance of the amount collected in an equal share, at a rate of \$24,500, against the initial franchise fee for each subsequent Franchised Business you agree to develop. Prior to developing your second (or more) Franchised Business, you will pay the remaining balance of the Territory Development Fee for that unit. This estimate assumes that you will develop three (3) Franchised Businesses. The Territory Development Fee is \$35,000 for each Franchised Business. The low estimate assumes that you will pay 70% of the Territory Development Fee for two (2) Franchised Businesses (in addition to the first Franchised Business, for which you will pay \$35,000 on signing of the Franchise Agreement) and the high estimate assumes that you have elected to pay 100% of the Territory Development Fee for two (2) Franchised Businesses (in addition to the first Franchised Business). If you develop more than three (3) Franchised Businesses, the Territory Development Fee will increase by \$35,000 per Franchised Business and we will require you to pay 70% of the additional Territory Development Fee at the signing of your Franchise Agreement ($\$35,000 \times 70\% = \$24,500$), but you may elect to the balance of the Territory Development Fee. The Territory Development Fee is fully earned at the time you make the payment to us and is not refundable regardless of whether you open any or all of your Franchised Businesses.

4) This estimate is for the costs for the development of a Franchised Business with between 1,500 and 3,000 square feet of space. We have based our estimates on the historical experience of our affiliates and our founders with developing company-owned Filli Café business, as well as on information obtained from architects and contractors. The difference in the low and the high improvement cost estimates is due to the difference in size and geography of the location. These estimates are applicable to a site which has been obtained in the “vanilla box” stage, which refers to the interior condition of either a new or existing building in which the improvements generally consist of heating/cooling with delivery systems, essential lighting, electrical switches and outlets, lavatories, a finished ceiling, walls that are prepped for painting and a concrete slab floor. These numbers are inclusive of any contractor fees or other fees charged by licensed professionals (other than general contractors), to perform installation of electrical, plumbing, and HVAC (heating, ventilation, air conditioning) suitable to the requirements of this concept and do not include any financial contributions by a landlord. The figures listed here are based on our experience in opening locations throughout the United States, as well as other information that we have obtained. There are many variables that may impact your overall costs including landlord contribution, the size of your location, rates for construction, personnel, freight, vendor pricing and taxes, overall costs and efficiencies in your market. Your cost for developing your location may be higher or lower than the estimates provided. Third-party financing may be available for qualified candidates for some of the leasehold improvement costs, however with such financing comes associated costs and fees which will cause the cost to exceed what is indicated in this chart. We anticipate that you will lease rather than build your location. We therefore have not included any costs for land, building construction or related costs in our estimates.

5) These figures represent the cost of purchasing furniture and fixtures, such as stools, chairs, changing tables, dining tables, art tables, lighting and décor. The difference in the high and low costs will depend on the material quality and the size and geography of your first Franchised Business. The costs listed here do not include any transportation or set up costs. Third-party financing may be available for qualified candidates for some of the leasehold improvement costs, however, with such financing comes associated costs and fees which will cause the cost to exceed what is indicated in this chart.

6) They also represent the purchase of equipment from suppliers to produce the entire menu, such as ovens, refrigerators, ice machine, espresso and coffee machines, a reverse osmosis system, espresso grinders, coffee grinders, brewers, airports and other equipment.

- 7) The estimate is for the purchase of signage for your first Franchised Business, which may vary due to size and the location of your Filli Café business. Signage will typically include wall signage for the exterior of the building as well as interior signage such as wall signage, wall graphics and logo graphics for windows.
- 8) The estimate is for the purchase of your computer hardware, software (including accounting software and marketing software), and point of sale (“POS”) system, which may vary based on the number of screens and stations that a franchisee may install for its location, depending upon the square footage allocated to the front counter. POS Software currently ranges between \$1,000 and \$2,500 per year. The cost for the first year is included in this estimate. See Item 6 for annual recurring costs.
- 9) This estimate is for the cost of the initial inventory of retail items, display items, food and beverage ingredients, and packaging supplies, recognizing that many items will be initially purchased in greater quantities, such as in case lots, plus allocations for training and waste. Opening inventory for your Franchised Businesses will typically be purchased from us or an affiliate, however, some opening inventory goods and supplies may be purchased from third-party suppliers.
- 10) This estimate represents a three (3) month deposit of rent. The low estimate indicates a 1,500 square foot facility while the high estimate indicates a location with 3,000 square feet. Both estimates represent a site in a suburban location. Pricing in an urban area may be more expensive and we recommend that you speak with an experienced real estate broker to confirm rents in your area. Pre-paid rent is generally non-refundable while security or other deposits may be refundable either in full or in part depending upon your lease or rental contract.
- 11) A credit check may be required by the issuing company prior to the initiation of services, or a higher deposit required for first-time customers. These costs will vary depending on the type of services required for the facility, the municipality from which they are being contracted and the utility vendor. These estimates are based on the historical experience of our affiliate for electric, gas and water utilities.
- 12) The low end of the estimate is for the cost of the monthly premiums and the high end of the estimate includes premiums that require annual, rather than monthly, payments. You should check with your insurance agent or broker for actual premium quotes and costs, as well as the actual cost of the deposit. The cost of coverage will vary based upon the area in which your first Franchised Business will be located, your experience with insurance carriers, the loss experience of the carrier and other factors beyond our control. You should also check with your insurance agent or broker regarding any additional insurance that you may want to carry.
- 13) This estimate is for reimbursement of our travel, room and board and other living expenses incurred by us during the initial training program held at the location of your Franchised Business. We do not charge tuition for training up to three (3) people (at least one owner and one manager), but you will be responsible for all costs associated with attending the initial training program for you and your staff. Your costs will depend on the number of people attending training, their point of origin, method of travel, class of accommodation and living expenses (food, transportation, etc.). The duration of the training program is two (2) weeks. The estimate does not include labor costs for any salaries to be paid to your employees while attending the training program.
- 14) Franchisees are required to spend between \$10,000 and \$15,000 for their Grand Opening Marketing for each Franchised Business. This is a program presenting their Filli Café business to the community through execution of a plan of scheduled advertising, marketing and promotional activities. The Grand Opening Marketing will occur ninety (90) days prior to opening and continue for sixty (60) days after the opening of each Franchised Business, at our discretion.
- 15) These fees are representative of the costs for engagement of professionals such as attorneys, accountants, and architects for the initial review and advisories consistent with the start-up of a Franchised Business. We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this disclosure document and the Franchise Agreement. It is also advisable to consult these professionals to review any lease or other contracts that you will enter into as part of starting your Franchised Business.

These estimates also include the costs associated with the layout and design services provided by a licensed architect, as well as the subsequent production of blueprints and their registration with local municipalities. The low estimate is in consideration of a site of 1,500 square feet of area, while the high estimate is for a 3,000 square foot model. You are responsible for engaging the services of a professional, licensed architect to produce the blueprint drawings for your café. Prior to submitting plans to the local municipality for review and approval, we will review and approve them for conformity to our requirements and could potentially return them to you or your architect for modification. Any modifications may require additional hours to be logged by your architect or necessitate further services of an engineer. Such services will likely push the cost estimates beyond what is indicated in the chart. The amount shown on the chart is an estimate for architectural fees and your exact costs will depend on the architect you select and requirements of the municipality in which they are to be registered.

16) You are responsible for applying for, obtaining and maintaining all required permits and licenses necessary to operate each of your Franchised Business, including any food service and/or health permits and licenses.

17) This figure is primarily for printing menus as well as producing a start-up order of stationery and business cards bearing the Principal Trademarks and a supply of office materials. These estimates also include the cost of uniforms to be worn by your employees.

18) This is an estimate of the amount of additional operating capital that you may need to operate your Franchised Business during the first three (3) months after commencing operations. We cannot guarantee that you will not incur additional expenses in starting the business that may exceed this estimate. This estimate also includes such items as initial payroll taxes (including payroll to cover the pre-opening training period for some of your staff), additional advertising, marketing and/or promotional activities, health and workers' compensation insurance, rent and utilities, insurance premiums, the Technology Fee, repairs and maintenance, bank charges, miscellaneous supplies and equipment, initial staff recruiting expenses, state tax and license fees, deposits and prepaid expenses (if applicable) and other miscellaneous items as offset by the revenue you take into the Franchised Business. These items are by no means all-inclusive of the extent of the expense categorization. The expenses you incur during the initial start-up period will depend on factors such as the time of the year that you open, both local economic and market conditions, as well as whether your Franchised Business is located in a new or mature market and your business experience.

19) This total amount is based upon on the historical experience of our affiliates and our in developing affiliate-owned Filli Café business as well as on information obtained from architects and contractors. Your costs may vary based on a number of factors including but not limited to the geographic area in which you open, local market conditions, the location selected, the time it takes to build sales of the establishment and your skills at operating a business. We strongly recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your area. This figure does not include the expenditures (discussed in note 1) required in connection with execution of an ADA.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure that you maintain the highest degree of consistency, quality and service, you must obtain certain goods, services, supplies (including food ingredients and beverage ingredients), materials, fixtures, furnishings, equipment (including computer hardware, software (including accounting software) and the point-of-sale system), merchandise, toys, and other retail items and products that we designate from our designated or approved suppliers, vendors, manufacturers, printers, contractors, and distributors ("Suppliers") who demonstrate to our continuing reasonable satisfaction, the ability to meet our then-current standards. We and/or our affiliates may be designated or approved Suppliers, although neither we nor our affiliates are approved Suppliers as of the date of this disclosure document.

We will disclose to you in writing in the Confidential Operating Manual or otherwise any

specifications by designating approved brands, types, compositions, performance qualities or Suppliers. You must sell and offer for sale all products and services required by us in the manner and style we require. You may only sell and offer for sale products and services authorized by us.

All products must be prepared in accordance with our recipes and must use all ingredients we specify. You must not deviate from our standards and specifications without obtaining our written consent first. We may direct you in writing at any time to discontinue selling and offering for sale any items, products and services. We can and expect to modify our standards and specifications, as we deem necessary. We will provide you with notice of any changes as they occur. We may also require you from time to time to participate in the test marketing of products and services at your expense.

Suppliers:

We reserve the right to have items sourced exclusively from our Suppliers including a single Supplier (which may be us or one of our affiliates) or a limited number of Suppliers, in order to achieve uniformity or better pricing, simplify inventory and purchasing or for other legitimate business reasons. This is discussed in greater detail below.

If you want to independently source any items from someone other than one of our Suppliers, you must obtain our prior approval. We do not promise to evaluate or approve proposed suppliers, vendors, manufacturers, printers, contractors and/or distributors (“Proposed Suppliers”) on your request and we may decline to do so. However, if we elect to evaluate a Proposed Supplier at your request, you must provide us with adequate information and product samples to evaluate the Proposed Supplier. We will consider the following factors in our evaluation: (1) whether the products and customer service provided by the Proposed Supplier meet our specifications and standards; (2) the reputation of the Proposed Supplier for quality and reliability; (3) the frequency and method of delivery; (4) competitiveness of pricing offered; and (5) whether the products add anything to the range of products offered or are redundant of existing approved products. There are currently no other criteria for approval of Proposed Suppliers. We reserve the right to impose a fee to evaluate Proposed Suppliers, which may include reimbursement of our actual or estimated costs of evaluating the Proposed Suppliers. If we agree to evaluate a Proposed Supplier, we will provide you with notification of the approval or disapproval within thirty (30) days after we receive notice and all information and samples necessary to process your request. We may revoke approval of any Supplier for reasonable cause upon written notice to you.

We estimate that your leases or purchases from Suppliers (including us or our affiliates) or otherwise in accordance with our specifications will represent approximately 50% to 60% of your total purchases in establishing a Franchised Business and approximately 75% to 85% in the continuing operation of a Franchised Business (exclusive of your expenditures for rent and overhead).

Certain products may be exclusively supplied by us or our affiliates. Typically, your opening inventory goods and supplies will be purchased from us or an affiliate, however, for your second Franchised Business and thereafter, some of your opening inventory, goods and supplies will be purchased from third-party suppliers. Currently, no franchisor officer owns an interest in

any supplier. For your second Franchised Business (and thereafter), you will typically purchase goods, services and supplies from third-party suppliers.

For our fiscal year 2025, neither we nor our affiliates have received money from or on account of the sale of goods or services to franchisees, but we reserve the right for us and our affiliates to do so in the future.

We or our affiliates may enter into certain agreements with Suppliers to receive rebates or other consideration on account of your purchases and based on certain percentages of the purchases you make from Suppliers. Since our formation in January 2015, we have not received any revenue from Suppliers as a result of leases and purchases of products and services by franchisees. None of our affiliates currently receive rebates, overrides or other consideration from Suppliers as a result of purchases by our franchisees; however, we (and they) reserve the right to do so in the future.

We have already or may negotiate purchasing terms for franchisees from certain Suppliers. We cannot guaranty that any Supplier will offer or continue any particular pricing, warranty or other terms of sale. We will attempt to negotiate a continued supply of products from various Suppliers, but cannot guaranty a continuing supply from any particular Supplier. We are not under any obligation to you with respect to the terms negotiated or the terms of any Supplier. We cannot guarantee that Suppliers will offer or continue to offer you any trade credit terms as that is solely up to the Supplier and their credit standards.

We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchases of particular products or services or use of particular Suppliers.

Computer Hardware, Software and POS Systems:

We reserve the right to require you to purchase specific computer hardware, software and information or communications systems which meet our criteria for design, function and capabilities and to require you to utilize specific Internet service providers or communications software and other information technology, including back office administrative programs. We will require you to obtain certain accounting software.

Website:

The location and telephone number of each of your Franchised Business will be posted on our website maintained by us or our supplier. You may not establish or maintain any other website for any of your Franchised Businesses or use the Principal Trademarks or other proprietary information in any way other than as provided in the Franchise Agreement, including on the Internet. You will have no rights to market any products or services on the Internet without our permission and it is unlikely at this time that such permission will be granted.

Local Advertising:

All business stationery, business cards, advertising plans and materials, marketing plans and materials, public relations programs, sales materials, signs, decorations and paper goods (such materials whether created by Franchisor, Franchisee or any third-party are collectively defined as “Advertising Materials”), use of Social Media Platforms, Social Media Materials, and other items we designate must bear the Principal Trademarks in the form, color, location and manner we prescribe. In addition, all your advertising, marketing and promotional activities in any medium as well as your Social Media Platform usage must be conducted in a dignified manner and must conform to the standards and requirements in the Confidential Operating Manual or otherwise approved by us in writing.

You must obtain our approval (i) before you use any Advertising Materials and Social Media Materials if we have not prepared or approved such Advertising Materials or Social Media Materials within the previous twelve (12) months; and (ii) before you initially use any Social Media Platform. You must submit all unapproved Advertising Materials, Social Media Materials and requests to use Social Media Platforms to us via certified or electronic mail. We will approve or disapprove your request within ten (10) days after submission. If you do not receive written approval within ten (10) days after submission of your request for approval, such request will be deemed denied. We may withhold our approval of your use of any Advertising Materials, Social Media Materials or Social Media Platform for any reason and no reason at all. You may not use any unapproved Advertising Materials, Social Media Materials or Social Media Platform. We have the right to revoke our prior approval of your use of any Advertising Materials, Social Media Materials or Social Media Platform. You must promptly discontinue use of any Advertising Materials, Social Media Materials or Social Media Platform whether or not previously approved, on notice from us. We have the right to require you to stop, revise, delete or remove any objectionable Social Media Material from any Social Media Platform, as determined by us in our sole discretion, including but not limited to any previously approved Social Media Material. We have the right to access your Social Media Platform accounts to stop, revise, delete or remove any objectionable Social Media Material from any Social Media Platform, as determined by us in our sole discretion, including but not limited to any previously approved Social Media Material. You are required to give us your usernames, passwords, account information and all other information we may require in connection with your use of Social Media Platforms upon your initial use of a Social Media Platform and immediately upon our request.

All Advertising Materials, Social Media Materials and social Media Platform usage must identify you as an independent operator of a Filli Café business. There currently are no purchasing or distribution cooperatives.

Insurance Coverage:

Before you open each of your Franchised Business, you must obtain insurance coverage for each of your Franchised Business in at least the amounts specified below. This insurance coverage must be maintained during the term of the Franchise Agreement and must be obtained from carriers rated “A-” or better by A.M. Best & Company, Inc. and be approved by us.

1. Commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than \$1,000,000 per occurrence for bodily injury and property

damage liability as well as \$5,000 for medical expenses per person, \$100,000 for damage to rented premises, and \$1,000,000 personal & advertising injury liability; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate. Coverage must be at least as broad as the ISO Commercial General Liability Coverage Form CG 00 01 04 13. Any endorsements added to the policy must be reviewed and approved by Franchisor

2. Property insurance in an amount adequate to cover the full replacement value of all your property or equipment of any nature located at, on, in or about your Franchised Business or in any way used in the operation of your Franchised Business, including all contents, signs, glass and tenant improvements and betterments. The policy must cover all perils of direct physical loss or damage as would be covered under ISO Causes of Loss - Special Form (CP 10 30 09 17.) Equipment Breakdown coverage should be added by endorsement or by a separate coverage part. Depending on the location of the Franchised Business, Flood and/or Earthquake insurance may also be required. A deductible of no more than \$1,000 shall apply.

3. An excess liability or umbrella policy with a limit of not less than \$1,000,000. The policy must include the commercial general liability, business auto liability and employers liability coverages on the schedule of underlying insurance.

4. Workers' compensation insurance or similar insurance as required by the law of the state or jurisdiction in which your Franchised Business is located and as required by the law of the state in or jurisdiction in which you reside if we allow you to work remotely from a state outside of the state in which your Franchised Business is located. This insurance must be maintained for trainees, as well as for those employed or engaged in the operation of the Franchised Business. Employers Liability coverage should be included with limits of \$1,000,000 bodily injury each accident, bodily injury by disease each employee and bodily injury by disease policy limit.

5. Crime (inside/outside money and securities) and employee dishonesty insurance with minimum per occurrence coverage of \$10,000.

6. Business income and extra expense insurance to cover your net income, continuing normal operating expenses and extra expenses, and to cover any amounts due and owing to us under the Franchise Agreement (including, in the case of a casualty or loss, royalties and other fees we would have received had the casualty or loss not occurred or any other agreement between you and us or our affiliates, in an amount adequate to cover net income, continuing normal operating expenses and extra expenses for a minimum of twelve (12) months.

7. Automobile liability coverage, including coverage for owned, non-owned and hired vehicles with coverage in an amount not less than \$1,000,000 combined single limit.

8. Employment practices liability insurance covering claims made by your employees or potential employees including, but not limited to discrimination, wrongful termination,

sexual harassment and other employment related claims. Coverage for claims by third parties for discrimination and harassment must be included. A policy limit of \$1,000,000 is required.

9. Any insurance required by law in the state or locality in which your Franchised Business will operate.

10. For any construction, renovation, remodeling or build-out of your Franchised Business, you must maintain builder's risk insurance written by a carrier or carriers satisfactory to us. The Commercial General Liability policy must include coverage for these construction, renovation, remodeling or build-out operations. Contractors hired to perform work on the premises of your Franchised Business must have their own insurance policies in amounts satisfactory to us, and must include us as additional insureds on each of their policies.

11. Cyber liability coverage per occurrence of not less than \$1,000,000.

You may with our prior written consent, elect to have reasonable deductibles under the coverage required above. Commercial General Liability, Automobile Liability and Excess Liability/Umbrella policies must name us, our affiliates and the respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, as additional insureds and must include a waiver of subrogation in favor of all parties. Workers' Compensation policies, where permitted by law, must include a waiver of subrogation endorsement in favor of all parties. All policies shall include a notice of cancellation endorsement providing thirty (30) days' notice of cancellation (ten (10) days for non-payment premium) to the Franchisor.

At least thirty (30) days prior to the projected opening date of your Franchised Business, you must provide us with the proposed insurance policies and quote forms reflecting the above requirements to review and approve. Upon our approval, you must provide us with written proof of your purchase of the above required insurance policies; proof to be provided no later than ten (10) days before you open your Franchised Business. Simultaneously, you must also give us a copy of your actual insurance policies or quotations, including all coverage forms and endorsements. You must provide us with written proof of your continued insurance coverage no later than thirty (30) days before the expiration of your insurance policies. In the event that you fail to purchase or maintain the required insurance policies, we may in our sole discretion pay for the required insurance policies for you and charge you for reimbursement of our expenditures. The insurance purchased by you will in no way be limited by any insurance policy or policies we may maintain.

We may in our sole discretion, revise our insurance requirements for franchisees, including increasing the amount of the insurance coverage limits and changing the type of insurance coverage that is required. We may in our sole discretion, require you to obtain additional or different insurance policies in accordance with our then-current insurance requirements for franchisees.

You may not reduce any insurance limit, restrict any insurance coverage or cancel any insurance policy without our written consent. You may alter, amend or upgrade any insurance policy without our written consent provided that you maintain the minimum insurance required and you provide us with notice of such alteration, amendment or upgrade to the insurance coverage upon the issuance of such insurance. We encourage you to discuss higher coverage limits and/or additional policies with your own insurance representative or risk management advisor.

Our insurance requirements do not constitute a representation that the insurance types and amounts required are sufficient for the operation of your Franchised Business. Our requirements are solely for our benefit and are only provided to ensure that your insurance coverage meets our minimum standards. If a lease or other contract requires higher limits, the lease or other contract will control, but limits cannot be lower than the amounts required by us above.

ITEM 9. FRANCHISEE’S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement 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.

<u>Obligation</u>	<u>Article in Agreement or Agreement Location</u>	<u>Item in FDD</u>
a. Site selection and acquisition/lease	Articles V and VI of the Franchise Agreement	Items 11 and 17
b. Pre-opening purchases/leases	Articles V and VI of the Franchise Agreement	Items 5, 6, 7 and 8
c. Site development and other pre-opening requirements	Article V of the Franchise Agreement	Items 11 and 17
d. Initial and on-going training	Article VI of the Franchise Agreement	Items 11 and 17
e. Opening	Article VII of the Franchise Agreement	Items 11 and 17
f. Fees	Article IV of the Franchise Agreement	Items 5, 6, 7 and 17
g. Compliance with standards and policies/ Confidential Operating Manual	Articles VI, VII and VIII of the Franchise Agreement	Items 11 and 17
h. Principal Trademarks and proprietary information	Articles I and XII of the Franchise Agreement	Items 1, 13 and 14

i. Restrictions on products/services offered	Article VII of the Franchise Agreement	Items 8, 16 and 17
j. Warranty and customer service requirements	Not applicable	Not applicable
k. Territorial development and sales quota	Not applicable	Items 1 and 12
l. Ongoing product/service purchases	Article VI of the Franchise Agreement	Item 8 and 17
m. Maintenance, appearance and remodeling requirements	Articles VII of the Franchise Agreement	Item 11 and 17
n. Insurance	Articles VII of the Franchise Agreement	Items 7, 8 and 17
o. Advertising	Articles VI and VII of the Franchise Agreement	Items 6, 7, 8, 11, 12, 13 and 17
p. Indemnification	Articles VII and XXIII of the Franchise Agreement	Items 6, 8 and 13
q. Owner's participation/management/staffing	Article VII of the Franchise Agreement	Item 15
r. Records and reports	Article VII of the Franchise Agreement	Items 6, 11 and 17
s. Inspections and audits	Article VII of the Franchise Agreement	Items 11 and 17
t. Transfer	Article X of the Franchise Agreement	Items 6 and 17
u. Renewal	Article II of the Franchise Agreement	Items 6 and 17
v. Post termination obligations	Article IX of the Franchise Agreement	Item 17
w. Non-competition covenants	Articles VIII, IX and XIII of the Franchise Agreement	Item 17
x. Dispute resolution	Article XXIII of the Franchise Agreement	Item 17
y. Other - Licensing and Legal Compliance	Articles V and VII of the Franchise Agreement	Item 9

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, the Franchisor is not required to provide you with any assistance.

Pre-Opening Obligations:

Before you open a Franchised Business, we will:

1. Designate a Territory for the operation of your Franchised Business. (Franchise Agreement Sections 1.1, 2.1 and 6.4 and Exhibit 2 to the Franchise Agreement.)

2. Provide site criteria that may define the desired physical, demographic and geographic characteristics of any site proposed for the location of your Franchised Business. This information is gathered from third parties and we do not guarantee the accuracy of any such information. (Franchise Agreement Sections 5.1 and 6.4.)

3. Review for approval your architectural drawings for compliance with our layout and design specifications only. If we do not disapprove of your architectural drawings within thirty (30) days of our receipt, your architectural drawings are deemed approved. You are required to hire our approved vendor for architectural design to create your architectural drawings. Although you will remit payment for the architectural drawings, we will own all intellectual property rights arising from the architectural drawings. Our review and approval is not a guarantee that your architectural drawings comply with any codes, laws or regulations including for example, zoning codes and the Americans with Disabilities Act or that they are competently drafted. You are responsible for such compliance. You will be required to reimburse us for all costs and expenses incurred in connection with reviewing your architectural drawings. (Franchise Agreement Sections 5.7 and 6.4.)

4. Review for approval your lease or contract of sale for the location of your Franchised Business. You may not enter into a lease or contract of sale for the location of your Franchised Business without our prior written consent. (Franchise Agreement Sections 5.4 and 6.4.)

5. We or our designee may in our sole discretion conduct one (1) on-site evaluation for each of the proposed sites for your Franchised Business provided that you have submitted to us in advance, all necessary information in the format we require. (Franchise Agreement Sections 5.2 and 6.4.)

6. Provide an initial training program as described below, for you or your Operating Principal and a manager at no additional charge to you. You must be trained to operate the Franchised Business; if you intend to have a manager then the manager must also fulfill all training requirements. (Franchise Agreement Sections 6.2 and 6.4.)

7. Establish standards and specifications for the System, which we may enforce in our discretion. (Franchise Agreement Section 6.4 and 6.5.)

8. Loan you a copy of the Confidential Operating Manual, handbooks and other related materials in hard copy, electronic copy or other versions at our option. (Franchise Agreement Sections 6.1 and 6.4.)

9. Specify minimum policy limits for certain types of insurance coverage required to meet our minimum standards. You will submit for our approval, which will not be unreasonably withheld, any insurance policy at least thirty (30) days prior to the projected opening date of your Franchised Business. Upon our approval, you must provide written proof of your purchased policies at least ten (10) days prior to opening your Franchised Business. We may in our sole discretion, revise our insurance requirements for franchisees and we may in our sole discretion, require you to obtain additional or different insurance policies. (Franchise Agreement Sections 6.4 and 7.12.)

10. Provide you with a copy of certain of our confidential recipes. You must prepare all products in the exact manner and using the exact ingredients required by us in accordance with our recipes. We reserve the right to amend, revise and/or change any of our recipes and you will be required to comply with all such amendments, revisions and/or changes. (Franchise Agreement Section 6.4.)

Pre-Opening Optional Assistance:

Before you open a Franchised Business, we may:

1. Conduct advertising, marketing, promotional and/or public relations activities in local, regional and national print publications, use Social Media Platforms and develop and use Advertising Materials and Social Media Materials. We may in our sole discretion, design all Advertising Materials and Social Media Materials used in the System. We may in our sole discretion, provide you with standards for all Advertising Materials, Social Media Materials and use of Social Media Platforms. We may in our sole discretion make available to you approved Advertising Materials and Social Media Materials for use by franchisees. (Franchise Agreement Section 6.4.)

2. Review all Advertising Materials and Social Media Materials developed by you and all requests to use Social Media Platforms. (Franchise Agreement Sections 6.4 and 7.7.)

3. Assist you in developing a Grand Opening Marketing. You are responsible for all funding relating to the Grand Opening Marketing. (Franchise Agreement Sections 6.4 and 7.7.)

4. Assist you in establishing the location of your Franchised Business and obtaining equipment including: (i) directing you in the purchase of kitchen equipment; (ii) directing you in the lease of the required computer equipment and software; and (iii) advising you in the purchase of a fax machine/printer/copier. (Franchise Agreement Section 6.4.)

5. Provide you with a list of Suppliers, as revised from time to time. (Franchise Agreement Sections 6.4 and 6.5.)

6. Provide you with a list of approved products, as revised from time to time.

(Franchise Agreement Sections 6.4 and 6.5.)

7. Provide you with additional training (Franchise Agreement Sections 6.2 and 6.4).

Lease Requirements:

For each of your Franchised Businesses, you must submit any proposed site for your Franchised Business for our evaluation and respond to any objections raised by our evaluation before you acquire the site. You must also submit for our review any lease or contract of sale for a Franchised Business location before you sign the lease or contract. You may not enter into a lease or contract of sale for a Franchised Business location without our prior written consent. The lease must have an initial term of no less duration than the initial term of your Franchise Agreement. Unless we consent in writing to exclude any required provision, any lease or amendment thereto must include the following terms and conditions:

1. That the premises shall be used exclusively for the operation of the Franchised Business;
2. That the lessor consents to the use of the Principal Trademarks, signs, décor, color scheme and related components of the System as we may prescribe for the System;
3. That the lessor agrees to furnish us with copies of all notices under the lease and at such time that such notices are sent to the franchisee;
4. That we shall have the right to enter the premises to make any modification necessary to protect the System and the Principal Trademarks or to cure any default under the lease, the franchise agreement, or under any agreement between us and you without being guilty of trespass or any other crime or tort;
5. That you may not sublease or assign all or any part of your rights or extend the term of or renew the lease without our prior written consent which shall not be unreasonably withheld;
6. That you shall have collaterally assigned the lease to us by entering into a collateral assignment of lease annexed to the Franchise Agreement as Exhibit 5 and that if prior to the expiration of the lease, you default under your lease, the Franchise Agreement expires or the Franchise Agreement is otherwise terminated, we will have the option to assume your occupancy rights and the right to sublease for all or any part of the term of the lease without lessor having any right to impose conditions on such assignment or assumption or to obtain a payment from you or us, including any payment for past due rent or additional rent, replenishment of the security deposit or any other payment;
7. That you and lessor shall not amend or otherwise modify the lease in any manner that would materially affect any of these requirements without our prior written consent; and
8. That lessor acknowledges and agrees that any furniture, fixtures, equipment or personal property maintained by you on the leased premises, whether leased or owned by you, are not the property of lessor and shall be subject to our security interest and a purchase option provided for in the Franchise Agreement in the event of your default under the lease or Franchise

Agreement and may be removed upon expiration or termination of the lease so long as such removal is accomplished without damage to the leased facility.

We may require that the lease have a rider attached to it in a form to be provided by us which will reflect our requirements.

Our approval of your location is not a guarantee that your location or your Franchised Business will be successful as a Filli Café business. Our review of the lease does not constitute an approval of the lease or the terms contained therein including but not limited to any legal, economic or rental terms. Our approval is solely for our benefit and is only provided to ensure that your location meets our minimum standards. We recommend that you work with your own independent advisors in determining if the location of your café business meets your standards as well as ours. We will require you to hold us harmless from any claim arising from the lease.

Post-Opening Obligations:

After you open a Franchised Business, we will:

1. Invite you to attend any meetings with our personnel and other Filli Café owners. If and when these meetings occur will be determined in our discretion. (Franchise Agreement, Section 6.5.)
2. Establish standards and specifications for the System, which we may enforce in our discretion. (Franchise Agreement Section 6.5.)
3. Loan you a copy of the Confidential Operating Manual, handbooks and other related materials in hard copy, electronic copy or other versions at our option. (Franchise Agreement Sections 6.1 and 6.5.)
4. We will provide you with a copy of certain of our confidential recipes. You must prepare all products in the exact manner and using the exact ingredients required by us in accordance with our recipes. We reserve the right to amend, revise and/or change any of our recipes and you will be required to comply with all such amendments, revisions and/or changes. (Franchise Agreement Section 6.5.)

Post-Opening Optional Assistance:

After you open a Franchised Business, we may:

1. Conduct advertising, marketing, promotional and/or public relations activities in local, regional and national print publications, use Social Media Platforms and develop and use Advertising Materials and Social Media Materials. We may in our sole discretion, design all Advertising Materials and Social Media Materials used in the System. We may in our sole discretion, provide you with standards for all Advertising Materials, Social Media Materials and use of Social Media Platforms. We may in our sole discretion make available to you approved Advertising Materials and Social Media Materials for use by franchisees (Franchise Agreement Section 6.5.);

2. Review all Advertising Materials and Social Media Materials developed by you and all requests to use Social Media Platforms (Franchise Agreement Sections 6.5 and 7.7.);

3. Provide periodic counseling to you in the operation of your Franchised Business. This periodic counseling may be provided individually or in a group setting. This periodic counseling may be provided in person, via telephone, seminar, newsletter, bulletins, through an intranet or any other method selected by us (Franchise Agreement Section 6.5.);

4. Provide you with field support services subject to the availability of our training personnel (Franchise Agreement Section 6.5.);

5. Provide you with supplemental training (Franchise Agreement Sections 6.2. and 6.5.);

6. Provide you with a list of approved Suppliers as revised from time to time (Franchise Agreement Sections 6.3 and 6.5);

7. Provide you with a list of approved products and services as revised from time to time (Franchise Agreement Sections 6.5 and 6.15.); and

8. Provide you with additional guidance as to the operation of your Franchised Business regarding but not limited to: (a) new products, services and/or methods developed for the System; (b) the purchase and use of supplies, uniforms, equipment and products; (c) the formation and implementation of marketing, advertising and promotional programs; (d) maintenance of your financial and accounting records; and (e) other general operating issues you may encounter (Franchise Agreement Section 6.5.).

Brand Fund:

We currently do not intend to maintain a separate fund for advertising, marketing, promotional or public relations programs and for using Social Media Platforms as we in our sole discretion may deem necessary or appropriate to enhance, promote and protect the goodwill and public image of the System, the Filli Café brand and the intellectual property (“Brand Fund”). However, we may in our sole discretion, institute, maintain and administer a Brand Fund. In the event a Brand Fund is instituted, the following requirements will apply. We may contribute or loan additional funds to the Brand Fund on any terms we deem reasonable. We may not require you to contribute to a Brand Fund, unless you mutually agree to do so.

We will direct all such programs with sole discretion over all operational and advertising decisions, including: (1) the creative concepts, materials, endorsements and media used in connection with such programs (which may include television, radio, print and Internet advertising, maintenance of a website as well as the use of Social Media Platforms, as funds permit); (2) the source of the advertising, marketing, promotional or public relations efforts (which may be in-house or through an outside agency located locally, regionally or nationally); (3) the placement and allocation of such programs (which will be local, regional or national); and (4) the composition of all geographic territories and market areas for the development and implementation

of such programs.

The Brand Fund may be used in any of the following ways: (1) to create and implement Advertising Materials and Social Media Materials, in any form that we may, in our sole discretion, determine; (2) to assist franchisees in developing Advertising Materials and Social Media Materials and using Social Media Platforms; (3) in connection with radio, television, print, Internet advertising, sports and cable programs, other forms of production and media as well as Social Media Platforms; (4) to review any and all locally produced Advertising Materials and Social Media Materials; (5) for website design and maintenance and to conduct search engine optimization; (6) to use Social Media Platforms and develop Social Media Materials; (7) to conduct market research; (8) to undertake sponsorships; (9) to pay related retainers; (10) to retain celebrities for endorsement purposes; (11) to pay for membership dues to associations, including but not limited to the International Franchise Association, National Café Association and state café associations; and (12) to establish a third-party facility to customize Advertising Materials and Social Media Materials.

Once established, all franchisees will make the same Brand Fund Contribution. We are responsible for administering the Brand Fund. Advertising Materials and Social Media Materials, if developed, may be sold to franchisees at a reasonable cost. We may receive payment for providing goods or services to the Brand Fund. We are not required to spend any amount on advertising, marketing or promotional programs or Social Media Platforms directly in the Territory or to spend pro rata with your individual Brand Fund Contribution. Any unused portion of the Brand Fund in any calendar year or earnings on sales of Advertising Materials and Social Media Materials will be applied to the following year's Brand Fund. The Brand Fund may periodically be used to assist franchisees to maintain high quality standards through customer surveys, interviews, mystery shoppers, etc. As indicated in Item 6 above, you are not required to contribute to a Brand Fund. There is no requirement for the Brand Fund to be independently audited. Once established, we will make an unaudited annual account available to you once a year upon request within one hundred twenty (120) days after our fiscal year ends. Brand Fund proceeds may be used to (i) assist franchisees in developing Local Advertising and (ii) reimburse us or our affiliates for salaries, overhead and administrative expenses relating to advertising and marketing programs intended to benefit the System.

Company and/or affiliate-owned units opened at any point in time in the future may, but are not required to, contribute to the Brand Fund. If the Brand Fund Contribution percentage for the System is reduced at any time, we will have the right to reduce Brand Fund Contributions from company-owned locations to the rate specified for franchised businesses. We reserve the right to discontinue the Brand Fund but will not do so until all the monies in the Brand Fund have been expended. We will have no fiduciary duty with respect to Brand Fund proceeds and are administering these funds as an accommodation to franchisees and the System only.

We do not use any monies from the Brand Fund to principally solicit new franchise sales. However, we may advertise on the website that unit franchises are available or make other similar statements on the website.

We may establish a franchisee advisory council or subcommittee to participate in the Brand

Fund management and advertising decisions. However, we will have sole discretion over the operation of the Brand Fund and all advertising decisions.

Local Marketing and Advertising:

You will be required to spend two percent (2%) of your Gross Revenues on Local Advertising. All marketing will be conducted as set forth in the Confidential Operating Manual. Costs and expenditures you may incur for any of the following do not count towards your Local Advertising expenditures:

- (i) Salaries and expenses of your employees, including salaries or expenses for attendance at advertising meetings or activities;
- (ii) In-store materials consisting of fixtures or equipment; and
- (iii) Seminar and educational costs and expenses of your employees.

You are required at your expense, to obtain and maintain at the location of each of your Franchised Business Advertising Materials of the kind and size as we may, from time to time, require for comparable Filli Café business.

All Advertising Materials, Social Media Materials and other items we designate must bear the Principal Trademarks in the form, color, location and manner we prescribe and must meet all of our standards and requirements. All Advertising Materials, Social Media Materials and Social Media Platforms used by you must be conducted in a dignified manner and must conform to the standards and requirements that we state in the Confidential Operating Manual or otherwise.

You must obtain our prior approval before: (i) you use any Advertising materials or Social Media Materials if we have not prepared or approved such Advertising Materials or Social Media Materials within the previous twelve (12) months; and (ii) before you initially use any Social Media Platform. You must submit all unapproved Advertising Materials, Social Media Materials and requests to use Social Media Platforms to us via certified or electronic mail. We will approve or disapprove such request within ten (10) days after submission. If you do not receive written approval within ten (10) days after submission of your request for approval, your request is deemed denied. We may withhold our approval of your use of any Advertising Materials, Social Media Materials or Social Media Platform for any reason or no reason at all. You may not use any unapproved Advertising Materials, Social Media Materials or Social Media Platforms. You must promptly discontinue use of any Advertising Material, Social Media Material and/or Social Media Platform, whether or not previously approved, on notice from us. We have the right to require you to stop, revise, delete or remove any objectionable Social Media Material from any Social Media Platform, as determined by us in our sole discretion, including but not limited to any previously approved Social Media Material. We have the right to access your Social Media Platform accounts to stop, revise, delete or remove any objectionable Social Media Material from any Social Media Platform, as determined by us in our sole discretion, including but not limited to any previously approved Social Media Material. You are required to give us your usernames, passwords, account information and all other information we may require to access your Social Media Platforms

accounts upon your initial use of a Social Media Platform and immediately upon our request.

All Advertising Materials, Social Media Materials and use of Social Media Platforms must indicate that you operate each of your Franchised Businesses as an independent franchisee of us. You will not employ any person to act as your representative in connection with local promotion of the Franchised Business in any public media without our prior written approval.

In addition to the advertising requirements, you are required to spend between \$10,000 and \$15,000 for Grand Opening Marketing for each of your Franchised Businesses. The Grand Opening Marketing requires you to present your Franchised Business to the community through the execution of a plan of scheduled advertising, marketing and public relations. The Grand Opening Marketing will be instituted thirty (30) days prior to opening and continue through sixty (60) days after the opening of each of your Franchised Business, in our discretion. We may assist you in developing your Grand Opening Marketing. The Grand Opening Marketing may include advertising requirements, product sampling, public relations plans, community involvement activities, premium or promotional item giveaways, brand awareness programs, Social Media Platforms and Social Media Materials, “guerilla” or “four walls” marketing programs and direct mail.

There are currently no advertising cooperatives in our System.

Opening and Site Selection:

We will assign you a Territory as we determine appropriate for your Franchised Business in our sole discretion. You must select the site for each of your Franchised Businesses subject to our consent within the Territory we assign to you. You must obtain our approval for an acceptable site within one hundred twenty (120) days of executing the Franchise Agreement. You may not relocate a Franchised Business without our prior consent. Before leasing or purchasing the site for a Franchised Business, you must submit to us in the form we specify, a description of the site together with other evidence that confirms your favorable prospects for obtaining the site. You must submit the information and materials for the proposed site to us no later than ninety (90) days of executing the Franchise Agreement. We will have thirty (30) days after we receive this information and materials to evaluate the proposed site. If the proposed site is not approved by us in writing within thirty (30) days of our receipt of all required information, the proposed site is disapproved. If approved, you must lease or purchase at your expense, the site for the Franchised Business within sixty (60) days after our approval. You must submit for review any sale or lease contract before you sign it.

We will consult with you on our current site selection guidelines and provide other site selection counseling as we deem advisable. We anticipate that Filli Café businesses will be between 1,500 and 3,000 sq ft. Currently, site approval will consider the following factors among other factors: potential customer base, lease costs, competition, population density and composition, visibility and proximity to other Filli Café business.

Once we have received all necessary information about your proposed site(s) as described above, we or a designee may in our sole discretion, conduct one (1) on-site evaluation for each

proposed site. If we or our designee determine, in our sole discretion, that a further on-site evaluation is still necessary or if you request further on-site evaluations, we or our designee may in our sole discretion, conduct an additional on-site evaluation. We will review and approve your architectural drawings, prior to their submission to the local government for the purpose of layout and design compliance only. If we do not disapprove of your architectural drawings within thirty (30) days of our receipt, your architectural drawings are deemed approved. Our review and approval is not a guarantee that your architectural drawings comply with any codes, laws or regulations including for example, zoning codes and the Americans with Disabilities Act or that they are competently drafted. You are responsible for such compliance. You will be required to reimburse us for all costs and expenses incurred in connection with reviewing your architectural drawings.

Although we will consult with you on your site and your site is subject to our evaluation, you have the ultimate responsibility in choosing, obtaining and developing the sites for your Franchised Businesses. Our consultation is not a promise or guarantee that the Franchised Businesses operated at your sites will be successful. Our review and approval of the site is limited to verification that the site is within the Territory and that it meets our requirements. We recommend that you seek the advice of your own independent advisors in determining if the site meets our standards and your standards.

We estimate that the time from the signing of the Franchise Agreement to the opening of the first Franchised Business will be approximately nine (9) to twelve (12) months after lease signing. This time may be significantly shorter or longer depending upon the time necessary to obtain a site, to obtain financing and to obtain the permits and licenses necessary for the construction and operation of the Franchised Business. Additional time may be needed to complete construction or remodeling as it may be affected by adverse weather conditions, shortages, delivery schedules and other similar factors, to complete the interior and exterior of the Franchised Business including decorating, purchasing and installing fixtures, equipment and signs and to complete preparation for operating the Franchised Business including purchasing inventory and supplies. The Franchise Agreement requires you to open the first Franchised Business and begin business no later than twelve (12) months after signing the Franchise Agreement and each subsequent Franchised Business within the timeframe described in the Development Schedule attached as Exhibit 2 to the Franchise Agreement, unless you obtain a written extension of this time period from us. If you do not obtain a site within the time period required, or if you fail to open within twelve (12) months, we may terminate the Franchise Agreement or exercise our rights to a Partial Termination.

Computer Hardware, Software and POS Requirements:

We require you to obtain a computer that will host the POS system that you may choose through a third party vendor. We reserve the right to direct the source from which you will obtain your hardware and software, including accounting software. We currently do not require a specific POS system or software.

We estimate that the cost of the computer, POS system, and other technology needed for your each Franchised Business will range between \$1,000 and \$2,500 depending on the size of

your Filli Café business. We estimate that the approximate cost for software will be between \$3,000 and \$5,000 per year, plus credit card processing fees. Neither we, our affiliates, nor any third parties are required to provide on-going maintenance, repairs, upgrades or updates to your computer system. Currently, there are no required maintenance/upgrade contracts for the POS system or the computer system.

The hardware and software you obtain must accommodate an online system that gives us access to your records via the Internet at all times. You must allow us to establish and maintain communication with your POS system and electronic computer system via a dedicated data transmission line such as DSL or Cable, or similar telecommunications means to retrieve information including but not limited to, sales data and financial data. You may be required, at your cost, to change and update your telecommunications connection during the term of this agreement. We must have independent access to this information and data. This equipment and related software must be purchased and installed in accordance with our specifications.

Some of the items you will need to obtain, at a minimum are:

- Office computer, which may be a laptop (with at least 2.4 GHZ Pentium IV processor, 1 GH Ram, 20 GB hard drive, write/read CD Rom drive, 56K modem, network card, 15" monitor, and printer)
- High-speed Internet access
- Surge protector
- Anti-virus software
- Firewall Hardware
- Remote and/or external data backups
- POS system with at least one terminal and printer
- Slip printer
- Cash drawers
- Security system

You must maintain, upgrade and update hardware, software and Internet service providers or other communications systems during the term of the franchise, as we determine without limitation, at your expense. We reserve the right to reasonably specify computer, information and communications systems and to require you to utilize specified Internet service providers or communications software. You are solely responsible for protecting yourself from viruses, computer hackers and other computer-related problems and you may not sue us for any harm caused by such computer-related problems. You may not add any software to your computer system without our written approval and you must provide us with all access codes necessary for full access to your information.

Confidential Operating Manual:

Attached to this disclosure document as Exhibit C, is the Table of Contents for our Confidential Operating Manual. The Table of Contents will state the number of pages devoted to each subject contained in the Confidential Operating Manual and will also state the total number of pages in the Confidential Operating Manual (currently, 213 pages).

Initial Training Program:

We will provide initial training at no cost for tuition or materials to up to three (3) people (at least one owner and one manager) for your first Franchised Business only. You or your Operating Principal and a manager (where applicable) are required to attend and complete to our satisfaction, our initial training program. If you develop more than one (1) Franchised Business, we will provide training to one (1) manager for each such Franchised Business at no additional charge. However, we may in our sole discretion, offer and/or require that you or your Operating Principal and/or previously trained employees attend and complete additional training courses in connection with your Franchised Business and/or any Franchised Business you develop after your first Franchised Business that we either periodically choose to provide or otherwise may require for you and/or your Operating Principal and/or previously trained employees at the times and locations that we designate.

Initial training will be held at the location of your first Franchised Business for a period of up to fifteen (15) days; each day of training is typically between two (2) and eight (8) hours in length. The initial training program typically runs from a period that starts 10 to 14 days prior to the opening of your Franchised Business to 7 to 10 days after opening. We will determine the exact dates on which to provide any onsite training. You will be responsible for all costs associated with attending the initial training program for you and your staff. You will also be responsible for all travel, lodging, meals and other reasonable living expenses for our staff while traveling and providing you with initial training. Failure to complete training to our satisfaction is an event of default enabling us to terminate the Franchise Agreement. Our pre-opening training program is typically conducted on an as needed basis and is held prior to the opening of each franchised business.

TRAINING PROGRAM:

<u>Subject</u>	<u>Hours of Classroom Training</u>	<u>Hours of on the Job Training</u>	<u>Location</u>
Introduction - The Brand - History - The Culture - Menu - Operating Model - Franchise System	5	3	Franchisee's Location
Marketing - Advertising - Collateral - Our Value Proposition	3	5	Franchisee's Location
Front of House Operations	12	18	Franchisee's Location
Back of the House	12	18	Franchisee's Location
Vendors and Suppliers	6	6	Franchisee's Location

Technologies	2	4	Franchisee's Location
Staffing	2	2	Franchisee's Location
Execution and Launch	2	6	Franchisee's Location
Totals	44	62	

We reserve the right to amend, modify, supplement, vary and/or delete any portion of the contents of the initial training program.

All training will be conducted or supervised by our Director of Operations, Vivek Rathour. Mr. Rathour has served as our Director of Operations from 2021 through the present and is fully familiar with the operations of a franchised business and the subjects taught in our training program.

The initial training program may also be conducted by other qualified personnel including managers, supervisors and consultants whose services we may retain for specific training courses. No other formal training staff is maintained at present.

We intend to conduct the initial training program periodically as determined by us and in our sole discretion. A pre-opening checklist contained in the Confidential Operating Manual will help you complete critical steps and prepare for initial training. The materials used for this training program may include the Confidential Operating Manual, checklists, quizzes, recipes, other handouts, software applications, product samples and/or hands-on materials. We may employ video and virtual instruction to cover topics identified in the initial training program described above.

We are not required to provide any other service or assistance to you for the continuing operation of your Franchised Business.

All trainees must hold a ServSafe Certification (or locally approved equivalent food handler's certification).

All trainees must have successfully completed the training program. We will assess all operational and image standards for the brand. If approved, Grand Opening of business may be scheduled and you may open; if not approved, we reserve the right to require additional training in order to successfully complete the program. You may not open for business without our approval.

ITEM 12. TERRITORY

Your Franchise Agreement will grant you certain limited rights with respect to a specific Territory. That Territory will be identified on an attachment to the Franchise Agreement. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

The Territory will be identified on the Territory, Development Schedule and Location Schedule attached as Exhibit 2 to the Franchise Agreement. Provided that we did not exercise our Partial Termination rights (see Item 17), we will agree not to grant another franchise, open a

company and/or affiliate-owned business or permit any Filli Café business, whether owned by a franchisee, us or an affiliate to solicit sales within your Territory during the term of your Franchise Agreement, except to the extent that an advertisement, marketing promotion or web promotion may include publication within your Territory.

There is no minimum Territory that will be afforded to you. The Territory may consist of a state, county, city, town or other geographic area that you and us will mutually agree upon. Your Territory may be based in part on population density, number of cafés within the Territory, current and projected market demand, potential customer base, access and visibility, traffic patterns and other economic, demographic and geographic factors determined by us in our sole discretion. We will assign you a Territory as we deem appropriate for your Franchised Business in our sole discretion.

We will designate the Territory when you sign the Franchise Agreement.

The Territory, Development Schedule and Location Schedule (Exhibit 2 to the Franchise Agreement) will require you to develop at least three (3) Franchised Businesses. The Development Schedule is determined based on our market studies of the Territory and/or our discussions with you. The shortest Development Schedule will call for the development of at least three (3) Franchised Businesses within three (3) years from the date you sign the Franchise Agreement. You do not receive the right to acquire additional territories or to develop franchised businesses outside of your Territory unless you enter into another Franchise Agreement with us. However, you may develop more Franchised Businesses within your Territory than required by the Development Schedule, if you and we agree that the market can bear additional units.

Other than the right to develop three (3) or more Franchised Businesses in the Territory, you will not be granted any other right with respect to the Territory, including but not limited to the right to sell products through alternative channels of distribution or develop franchised businesses in non-traditional locations (defined below). If we develop alternative channels of distribution, we do not guarantee that those alternative channels of distribution will be offered as franchises and we are not obligated to offer to you the right to sell products or services through any alternative channels of distribution.

In order for you to maintain your rights in the Territory you must adhere to the Development Schedule and comply with all of your obligations under all agreements with us and our affiliates. You maintain rights to your protected Territory during the term of your Franchise Agreement even if the population increases. Any failure to adhere to the Development Schedule will constitute an event of default under the Franchise Agreement. In the event of a default of your Franchise Agreement, we may, among other things: (i) terminate your right to develop additional Franchised Businesses; (ii) modify your Territory rights including but not limited to terminating any protection right or granting protection to the Territory to another party; (iii) re-designate the boundaries of the Territory; (iv) reduce the number of Franchised Businesses you may establish; (v) permit you to extend the Development Schedule; (vi) terminate or modify any right of first refusal we grant you; (vii) terminate your right to operate one or more of your Franchised Businesses then in existence; (viii) terminate your Franchise Agreement; or (viii) pursue any other remedy we may have at law or in equity including but not limited to a suit for non-performance.

There are no specific financial performance requirements imposed upon you to maintain your Territory.

Notwithstanding the grant above and without limiting our retention of all other rights not specifically granted to Franchisee, we reserve the right (without any compensation to you) for us, our company-owned stores and our affiliates to:

(a) Accept in any Filli Café business located outside the Territory, orders made from within the Territory for products or services sold under any trade name, trademark or service mark (including the Principal Trademarks) and to deliver such products or services within the Territory;

(b) Accept orders for products or services sold under any trade name, trademark or service mark (including the Principal Trademarks) from within the Territory generated through the Internet and to deliver such products or services within the Territory;

(c) Conduct marketing, solicit business, advertise and accept orders anywhere, without limitation;

(d) Sell products and services and enfranchise others to sell products and services sold under any trade name, trademark or service mark (including the Principal Trademarks) in the Territory through any alternative channel of distribution;

(e) Sell products and services enfranchise others to sell products and services sold under any trade name, trademark or service mark (including the Principal Trademarks) in non-traditional locations, including any non-traditional locations situated in the Territory, through the establishment of Filli Café business, kiosks, mobile units, concessions or “business in business.” “Non-traditional locations” include venues for mass gathering such as airports, sports arenas, theatres, resorts, malls and mall food courts, schools and universities, healthcare facilities, guest lodging facilities, day care facilities of any type, government facilities, as well as the premises of any third-party retailer (including supermarkets, grocery stores and convenience stores) which is not a café (including business, stores and department stores) and any other location or venue to which access to the general public is restricted such as military bases and installations, higher security headquarters of corporations, airlines, railroads and other modes of mass transportation; and

(f) Develop, implement and participate in a co-branding program located within or outside of your Territory regardless of whether any co-branded business is franchised or company-owned and regardless of which trade names, trademarks, or service marks are used in connection with the co-branded business, including but not limited to the Principal Trademarks.

We also reserve for ourselves, our affiliates all rights not exclusively granted to you.

Other franchisees are permitted to solicit business and advertise and accept orders from outside of their territories with our approval but not within your Territory, except that other franchisees may accept business within your Territory if that business is unsolicited or comes in

response to advertising, promotion, marketing or web promotion that is not specific to your Territory (i.e., advertising in a newspaper with circulation encompassing the Territory; such general advertisements require Franchisor's prior written approval).

Without our written approval, franchisees will not participate in direct delivery services. Instead, we may approve or require franchisees to use third-party delivery services, such as DoorDash, Uber Eats, Grubhub or such other third-party delivery services we approve. We will not expressly permit other franchisees to solicit business and accept café orders within your Territory, however, we do not have control over third-party delivery services. There are no restrictions on third-party delivery orders. If franchisee solicits business or accepts café orders outside of their territories, including within the territory of another franchisee, we may take any action or no action at all, based upon our evaluation of the situation. You will not be permitted to solicit sales from outside of your Territory within a Territory whose rights have been granted to another franchisee. You may solicit sales outside of your Territory in areas that are not subject to another franchise agreement, with our advanced written approval. We reserve the right to grant a franchisee territory rights or the right to solicit sales in any area outside of your Territory. You will be permitted to accept business from another franchisee's Territory if it is unsolicited or comes in response to advertising, promotion, marketing or web promotion that is not specific to that other franchisee's Territory (i.e., advertising in a newspaper with circulation encompassing your Territory. When advertising in a medium that has distribution in another franchisee's Territory and where that franchisee has chosen to participate, you must include in the written advertising, marketing, promotion or web promotion or oral script utilized, the locations of that franchisee. When that franchisee chooses not to participate in the advertising, marketing, promotion or web promotion, the written or oral advertisement must include only the locations of the participating franchisee(s) whose Territory falls into the distribution area of advertising medium employed and must also include the disclaimer "at participating locations only," as well as to eliminate any reference to menu pricing if there is a difference in pricing between franchised owned locations or between your pricing and that of corporate or licensee owned locations.

You may not relocate a Franchised Business without our prior written consent. We consider the following factors in approving your relocation: if you are in compliance with the Franchise Agreement; you have paid all monies to us and our affiliates; the proposed location meets our site selection criteria; and you comply with our lease requirements. Unless we agree to in writing, you will be required to occupy and open for business the Franchised Business at the new location before closing the old location.

We and/or our affiliates may establish any business within your Territory that does not utilize the Principal Trademarks.

In the event we acquire a competing café and such is an established non-franchised business that contains operations within your Territory:

- (a) we may offer you the business within your Territory at a cost equal to the fully allocated costs associated with the business;
- (b) you will have thirty (30) days to decide whether or not to acquire the business as a

Filli Café franchise under the then-current franchise agreement;

(c) you will not be charged a franchise fee for that acquisition;

(d) you will have six (6) months to bring the business up to our then-current standards for a Filli Café franchise;

(e) if you acquire the business, your royalties for the acquired unit will be reduced by twenty percent (20%) for a period of two (2) years from the date you acquired the business, but no other fees will be reduced; and

(f) if you decide not to acquire the business, we or our affiliates may operate the business ourselves or offer the business to someone else whether with or without the Principal Trademarks, without compensation to you.

In the event that we acquire an established franchised system that uses different brands: (a) we will have the unrestricted right, but not the obligation, to convert the existing business to the System; (b) if the business is converted to the System, you will receive a royalty of twenty percent (20%) of the royalties received by us from the converting franchisee's operations in your Territory for a period of two (2) years from the date the business was converted to the System; and (c) if the business is not converted to the System, we reserve the right to allow it to operate without any compensation to you and receive the services provided to franchisees hereunder.

ITEM 13. TRADEMARKS

We grant you the right to operate each of your Franchised Business under the name "Filli Café" and to use all of the Principal Trademarks identified below in the operation of each of your Franchised Businesses. The term "Principal Trademarks" as used in this disclosure document means the symbols, trademarks, service marks, logos, emblems, trade names and indicia of origin that we will license to you. Our CEO, Abdul Rafiyah Filli, in his individual capacity, owns the Principal Trademarks and licenses to us the rights to use the Principal Trademarks and to sublicense the Principal Trademarks to our franchisees.

The following is a description of the registered Principal Trademarks:

PRINCIPAL TRADEMARKS	REGISTRATION NUMBER	CLASS/GOODS AND SERVICES	REGISTRATION DATE
	4891768	International: 035 US: 100, 101, 102	January 26, 2015
	7575445	International: 043 US: 100, 101	November 26, 2024

			
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The following is a description of the unregistered/pending Principal Trademarks:

MARKS	SERIAL NUMBER	FILING DATE
	99833158	May 19, 2026

AS OF THE DATE OF THIS DISCLOSURE DOCUMENT, WE DO NOT HAVE A REGISTERED TRADEMARK FOR THE STYLIZED “FILLI” MARK (SERIAL NUMBER 99833158). THEREFORE, THE FOR THE STYLIZED “FILLI” MARK (SERIAL NUMBER 99833158) DOES NOT HAVE AS MANY LEGAL BENEFITS AND RIGHTS AS FEDERALLY REGISTERED TRADEMARKS. IF OUR RIGHT TO USE THE FOR THE STYLIZED “FILLI” MARK (SERIAL NUMBER 99833158) IS CHALLENGED, YOU MAY HAVE TO CHANGE TO AN ALTERNATIVE TRADEMARK, WHICH MAY INCREASE YOUR EXPENSES.

There are no existing or pending material determinations of the United States Patent and Trademark Office, or the Trademark Trial and Appeal Board, or any court. There are no pending infringement, opposition or cancellation actions nor any pending material litigation involving the Principal Trademarks.

All required affidavits for the Principal Trademarks have been filed. We have filed all renewal applications for the Principal Trademarks when renewal has been required and we intend to file renewal applications for the other Principal Trademarks when they become due.

The Franchise Agreement will require you to notify us of the use of or claims of rights to a Principal Trademark or a mark confusingly similar to a Principal Trademark licensed to you. We will take affirmative action as we deem necessary when notified of these uses or claims. We will remain in control of any such proceeding. We will indemnify and hold you harmless for any expense associated with a claim made against you relating to the use of the Principal Trademarks

by you, unless the claim is based upon your misuse of the Principal Trademarks in a manner not permitted under the Franchise Agreement.

We know of no superior prior rights or infringing uses that materially affect your use of the Principal Trademarks in any jurisdiction.

We reserve the right to modify or change the Principal Trademarks and compel you to accept and adopt such modifications or changes at your expense.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents (or pending patent applications) material to the operation of your Franchised Business.

We claim copyright protection covering various materials used in our business and the development and operation of the Franchised Businesses including the Confidential Operating Manual, recipes, Advertising Materials, Social Media Materials and similar materials. We have not registered these materials with the U.S. Registrar of Copyrights but we are not required to do so. There are no currently effective determinations of the U.S. Copyright Office or any court or any pending litigation or other proceedings, regarding any copyrighted materials. No agreement limits our rights to use or allow franchisees to use the copyrighted materials. We know of no superior rights or infringing uses that could materially affect your use of the copyrighted materials.

The Franchise Agreement will require you to notify us of the use of or claims of rights to the copyrighted materials. The Franchise Agreement will also require you to assist us with protecting our claims of right to the copyrighted material by (i) providing us with support, as we determine, and (ii) signing documents, as we require. We will take affirmative action as we deem necessary when notified of these uses or claims. We will remain in control of any such proceeding. We will indemnify and hold you harmless for any expense associated with a claim made against you relating to the use of the copyrighted materials by you, unless the claim is based upon your misuse of the copyrighted materials in a manner not permitted under the Franchise Agreement. We reserve the right to modify or change the copyrighted materials and compel you to accept and adopt such modifications or changes at your expense. You will include, where required by us, any intellectual property notices required by us.

If you or your Owners (as defined in the Franchise Agreement) develop any new concept, process, product or improvement in operating or promoting any of your Franchised Businesses, you must promptly notify us and provide us with any information, samples or instructions we request without charge. Such new concept, process, product or improvement will become our exclusive property if we approve it for use in the System. We may then freely distribute such concept, process, product or improvement to other franchisees without compensation to you.

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

We recommend and may in our sole discretion, require that you, the Franchisee, or your Operating Principal personally supervise the day-to-day activities of each of your Franchised Businesses. If we permit you to not personally supervise the operations of your Franchised Businesses and you elect to do so, you will be required to employ a full-time manager(s) who must be responsible on an exclusive basis for the on-premises supervision of the daily operations of the Franchised Business. Any person serving in the role of manager must successfully complete our training program and undergo any required supplemental training. The manager must be reasonably qualified to run an operation of this nature as determined in our sole discretion, but need not be an equity Owner in the Franchisee.

We require that you appoint an Operating Principal who will serve as principal contact with us. The Operating Principal shall be the only individual that we will deal directly with and whose instructions and/or directions we will address. You may not replace the Operating Principal without our prior written consent.

Certain individuals associated with your Franchised Businesses, including your Owners (and members of their immediate families and households), officers, directors, partners, and your designated manager, executives, employees and staff may be required to sign nondisclosure and non-competition agreements similar to the Nondisclosure and Non-Competition Agreements attached to the Franchise Agreement as Exhibits 6 and 7. We will be a third-party beneficiary with the independent right to enforce those agreements.

If you are a business entity, anyone who owns a five percent (5%) or greater interest in the franchisee business entity ("Owner") must personally guarantee the performance of all of the franchisee's obligations under the Franchise Agreement, agree to be personally liable for any breach of the Franchise Agreement by the franchisee and sign the Guarantee attached to the Franchise Agreement as Exhibit 9.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all products and services that we periodically require as described herein, in the Franchise Agreement and as may be supplemented. You must notify us immediately if any the Filli Café products or services are prohibited, restricted by law or regulation or are adverse to any community standards. You may not offer and sell any products and/or services that we have not specifically authorized. You will immediately discontinue offering for sale any product or service upon notification from us. You are required to provide assistance to Filli Café, upon request, if government or other local approval is required for the offer and sale of any Filli Café product or service.

You will not engage in any activities that divert any business or customers to non-affiliated locations, including those owned by you. We may periodically eliminate certain products and/or services, or add additional products and/or services, in either case in our sole discretion and without the necessity of further notice to you. You will not use the premises for the sale or displaying of

any items that promote illegal activity or any other product or service that we decide in our sole discretion may offend an appreciable segment of the public or may adversely affect the public's acceptance, favorable reputation or extensive goodwill associated with the Filli Café name, brands and Principal Trademarks.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

<u>Provision</u>	<u>Article in Franchise Agreement</u>	<u>Summary</u>
a. Length of the franchise term	Article III	Seven (7) years from the date you execute the Franchise Agreement.
b. Renewal or extension of the term	Article III	The franchise may be renewed for two additional successive seven (7) year terms.
c. Requirements for Franchisee to renew or extend	Article III	Requirements include, among others: (i) we must be offering franchises in the area in which the Franchised Businesses are located; (ii) during the entire term of your Franchise Agreement you must have substantially complied with its terms; (iii) you must execute the then-current franchise agreement, which may have materially different terms than the Franchise Agreement; (iv) you must bring the Franchised Businesses in full compliance with our then- current standards, including but not limited to refurbishing the business and installing new equipment packages; (v) you must meet any new current training requirements; (vi) you must have satisfied all monetary obligations to us, our

		affiliates and/or Suppliers; (vii) you must execute a general release which includes us, our affiliates and all of their respective owners, officers, directors, agents and employees; (viii) you must give us not more than nine (9) months and not less than six (6) months written notice; (ix) you must maintain all relevant licenses and permits necessary for the operation of the Franchised Businesses; (x) you must enter into a lease for each location for each of the Franchised Businesses for the duration of the successor term; and (xi) you must pay the successor agreement fee, if any. Renewal of the Franchise Agreement means signing the then-current franchise agreement which may contain materially different terms and conditions than those contained in the Franchise Agreement.
d. Termination by Franchisee	Article XIV	You may terminate your Franchise Agreement only with our written consent; when terminated you will be required to pay all outstanding obligations which may include payment of liquidated damages
e. Termination by Franchisor without cause	Not applicable	We will not terminate without cause.
f. Termination by Franchisor with cause	Article XIV	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination. We may terminate your Franchise Agreement if you default under the Franchise Agreement or any other agreement with us, our affiliates or other Suppliers. Alternatively, we may exercise our right to a “Partial Termination” which includes our right to (i) terminate your right to develop additional Franchised Businesses; (ii) modify your Territory rights including but not limited to terminating any protection right or granting protection to the Territory to another party; (iii) re-designate the boundaries of the Territory; (iv) reduce the number of Franchised Businesses you may establish; (v) permit you to extend the Development Schedule; (vi) terminate or modify any right of first refusal we grant you; (vii) terminate your right to operate one or more of your Franchised Businesses then in existence; or (viii) pursue any other remedy we may have at law or in equity including but not limited to a suit for non-performance.
g. “Cause” defined –curable defaults	Article XIV	Curable defaults, which must be cured on ten (10) days’ written notice, unless stated otherwise in the Franchise Agreement or as otherwise provided by law, including (i) failure to maintain required insurance; (ii) failure to maintain licenses or certificates; (iii) non-payment within time period required; (iv) failure to provide reports and information when

		required; (v) violation of transfer requirements; (vi) failure to develop, open and operate the location within time period required; (vii) failure to complete training; (viii) abandonment of business; (ix) failure to remodel each of your Franchised Business locations; (x) failure to comply with laws; (xi) loss of right to operate at one or more of your Franchised Business locations; (xii) failure to meet any other obligation of the Franchise Agreement, the Confidential Operating Manual or otherwise established in writing by us; (xiii) you or your guarantors default in any other agreement with us, our affiliates or any Supplier and such default is not cured with the time permitted; and (xiv) failure to comply with the Development Schedule.
h. “Cause” defined – non-curable defaults	Article XIV	Non-curable defaults include, among others: (i) material false statements or reports; (ii) underreporting of Gross Revenues; (iii) unauthorized business activity; (iv) conviction or no contest plea to a felony or certain other crimes; (v) engaging in dishonest or unethical conduct which adversely affects our reputation or goodwill; (vi) failure to pay taxes when due; (vii) repeated events of default; (viii) insolvency or bankruptcy; (ix) operating at a risk to public safety or health; (x) breach of requirements relating to proprietary information or the Principal Trademarks; (xi) an unauthorized transfer of the Franchise Agreement or an ownership interest in the Franchisee or of any of your Franchised Businesses; (xii) an unauthorized relocation or attempt to relocate a Franchised Business; (xiii) failure to comply with the Confidentiality, Non-Use and Non-Competition Agreement or refrain from copying, duplicating, recording or otherwise reproducing the Confidential Operating Manual; and (xiv) failure to follow the recipes, use the required ingredients or obtain ingredients and goods from Suppliers as required.
i. Franchisee’s obligations on termination/nonrenewal	Article XIV	Obligations include: (i) you must pay all sums owed; (ii) cease to be a Filli Café franchisee; (iii) cease operating each of your Franchised Businesses or any other business under the Principal Trademarks or confusingly similar marks; (iv) refrain from representing to the public that you are or were a Filli Café franchisee; (v) refrain from using in advertising marketing, promotion or in any manner, any methods, procedures or techniques associated with the System; (vi) cancel any assumed name that contains Filli Café, within fifteen (15) days; (vii) de-identify each of your Franchised Businesses (at our request we are permitted, as provided by the Franchise Agreement, to enter the premises at any time to make required changes at your risk and expense without

		liability of trespass); (viii) cease using and return to us the following: the Confidential Operating Manual, training materials, proprietary software, database material, customer lists, records, files, instructions, forms, Advertising Materials, Social Media Materials and related items which bear the Principal Trademarks, all trade secrets and confidential materials, and any copies, equipment and other property owned by us or our affiliates; (ix) notify the telephone company, telephone directories, Internet and website listing services and directories, websites, URLs, domain name registers, email hosts or providers and Social Media Platforms of the termination or expiration of your right to use them; (x) allow us to utilize the Assignment of Telephone and Listings and Advertisements attached to the Franchise Agreement as Exhibit 8; (xi) transfer to us all telephone numbers, website addresses, URLs, domain names, email addresses, Social Media Platform accounts and other similar listings; (xii) take all actions necessary to effectuate the forwarding of all calls and Internet and website searches to telephone number(s), website(s) and URLs we designate; (xiii) transfer to us all customer lists and any customer data in whatever form, maintained by you; (xiv) comply with the Confidentiality, Non-Use and Non-Competition Agreement and all other post-term covenants; (xv) permit us to enforce our rights as a secured party, if applicable; and (xvi) provide us with evidence of your compliance with your post-termination obligations.
j. Assignment of contract by Franchisor	Article X	We have the right to transfer or assign the Franchise Agreement to any person or entity including a competitor, without restriction.
k. "Transfer" by Franchisee defined	Article X	Includes the sale, assignment, gift, conveyance, pledge, mortgage or other encumbrance of any interest in the Franchise Agreement, the Franchised Business(es) or you (if the Franchisee is a business entity).
l. Franchisor approval of transfer by Franchisee	Article X	You must obtain our prior written consent before transferring any interest in the assets of the Franchised Business(es) or you (if the Franchisee is a business entity).
m. Conditions for Franchisor approval of transfer	Article X	Conditions include: (i) notifying us of the proposed transfer and providing us with the terms of the proposed transfer; (ii) transferee must possess sufficient business experience and financial resources to operate the Franchised Businesses; (iii) payment of all debts and obligations to us, our affiliates and third-party vendors and curing any breach of the Franchise Agreement or any other agreement between you and us or our affiliates; (iv) you must have satisfied all obligations under

		the Franchise Agreement or any other agreement between you and us, our affiliates, any Supplier and any lenders who provide you with financing pursuant to an arrangement with us, our affiliates or our Suppliers; (v) transferee must not have an ownership interest in a competing business; (vi) transferee must attend a ten (10) day training course at the then-current training rate, which as of the date of this document is \$500 per day; (vii) your landlords consent to the assignment or sublease of each of your Franchised Business locations to transferee; (viii) transferee must enter then-current franchise agreement and comply in all respects with all of our requirements; (ix) transferee must upgrade each of the Franchised Business locations to our then-current standards for a Filli Café business; (x) transferee agrees that Franchisor is not responsible for any representations not included in disclosure document; (xi) you must pay the transfer fees indicated in Item 6, if any; (xii) execution of a general release, as required by us; (xiii) we determine that the terms of the purchase will not adversely affect the operation of the Franchised Businesses; (xiv) if transferee finances the purchase, transferee agrees that its financing obligations are subordinate to any amounts due according to the Franchise Agreement; (xv) you will not identify yourself as a Filli Café franchisee; (xvi) you must comply with all other applicable transfer requirements designated in the Confidential Operating Manual or otherwise in writing; (xvii) we determine that the terms of the transfer are substantially the same as those offered to us pursuant to our right of first refusal; (xviii) transferee must sign any personal guarantees required; and (xix) transferee must pass credit and criminal background check.
n. Franchisor's right of first refusal to acquire Franchisee's business	Article XI	Within thirty (30) days after notice, we have the option to purchase the transferred interest on the same terms and conditions offered by a third-party except for transfers among current owners of franchisee or to a legal entity wholly owned by you.
o. Franchisor's option to purchase Franchisee's business	Article XIV	Other than assets on termination, nonrenewal or right of first refusal, we have no right or obligation to purchase your business.
p. Death or disability of Franchisee	Article X	Upon death or permanent disability of Franchisee (or its Operating Principal) distributee must be approved by us or interests must be transferred to someone approved by us

		within six (6) months after death or notice of permanent disability.
q. Non-competition covenants during the term of the franchise	Article IX and Exhibit 6	You and your Owners are prohibited from operating or having an interest a competing business wherever located and operating.
r. Non-competition covenants after the franchise is terminated or expires	Article IX and Exhibit 6	Covenants include that you and your Owners are prohibited for two (2) years from the latter of the termination or expiration of the Franchise Agreement; transfer of the Franchised Businesses; or the date of any final, non-appealable order enforcing these covenants from operating or having an interest in a competing business located or operating (i) from the location of your Filli Café business, within the Territory and within ten (10) miles of the outer boundaries of the Territory; (ii) within the territory and within ten (10) miles of the location and/or the outer boundaries of the territory of any other Filli Café business owned, in operation, under development or to be developed as of the date of your Franchise Agreement; (iii) within the territory and within ten (10) miles of the location and/or the outer boundaries of the territory of any other Filli Café store owned, in operation, under development or to be developed as of the date of termination or expiration of the Franchise Agreement or the transfer of your Franchised Business; or (iv) within the territory and within ten (10) miles of the location and/or the outer boundaries of the territory of any other Filli Café store owned, in operation, under development or to be developed as of the date of any final non-appealable judgment or order of any court, arbitrator, panel or arbitrator or tribunal that enforces the non-competition, non-use and confidentiality provisions of your Franchise Agreement.
s. Modification of the Franchise Agreement	Articles VII and XX	You must comply with the Confidential Operating Manual as amended from time to time. The Franchise Agreement may not be modified unless mutually agreed to in writing, except to the extent that we may reduce the scope of covenants as provided by the Franchise Agreement.
t. Integration/merger clause	Article XX	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law and FTC regulations). No other representations or promises will be binding unless mutually agreed to. However, nothing in the Franchise Agreement or in any related agreement is intended to disclaim the Franchisor's representations made in this disclosure document.

u. Dispute resolution by arbitration or mediation	Not applicable	Except for certain claims brought by us, all disputes must be submitted to arbitration in New York, New York, subject to state law.
v. Choice of forum	Article XXIII	Arbitration must be at the American Arbitration Association located in New York, New York. We may initiate certain litigation in a court of competent jurisdiction, which is either a New York state court in New York, New York or in the United States District Court for the Southern District of New York in New York, New York. All depositions in connection with any litigation between the parties will be held in the jurisdiction and venue indicated above (subject to applicable state law). Choice of forum may be subject to applicable state law.
w. Choice of law	Article XXIII	Subject to applicable state law, the laws of the State of New York govern the Franchise Agreement. However, if the Franchised Businesses are located outside of New York and a provision of the Franchise Agreement is not enforceable under the laws of New York but is enforceable under the laws of the state in which the Franchised Businesses are located, then that provision (and only that provision) will be interpreted and construed under the laws of the state where the Franchised Businesses are located. Nothing is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the state of New York or any other state, which would not otherwise apply.

ITEM 18. ARRANGEMENTS WITH PUBLIC FIGURES

We do not use any public figures to promote our System.

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.

We do not make any representations about a franchisee's future financial performance or

the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. However, if you are purchasing an existing outlet 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 Abdul Rafiyah FiLLi at +971 4 220 4463, info@fillicafe.com or at Burjuman Business Tower - Office number 1404, Dubai, UAE or the Federal Trade Commission and the appropriate state regulatory agencies.

Written substantiation of the data presented in this financial performance representation will be made available to you upon reasonable request.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

The tables presume a December 31 fiscal year end. The tables appear as follows:

Table 1 – Systemwide Outlet Summary for Years 2023/2024/2025:

<u>Outlet Type</u>	<u>Year</u>	<u>Outlets at the Start of Year</u>	<u>Outlets at the End of Year</u>	<u>Net Change</u>
Franchised*	2023	2	2	0
	2024	2	3	+1
	2025	3	6	+3
Company Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	2	2	0
	2024	2	3	+1
	2025	3	6	+3

*One franchised outlet in Michigan ceased operations in February 2026.

*One franchised outlet opened in Ohio in March 2026.

**Table 2 – Transfers of Outlets From Franchisees to New Owners (Other than Franchisor)
for Years 2023/2024/2025:**

<u>State</u>	<u>Year</u>	<u>Number of Transfers</u>
All States	2023	0
	2024	0
	2025	0
Total	2023	0
	2024	0

	2025	0
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Table 3 – Status of Franchise Outlets for Years 2023/2024/2025:

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Reacquired by Franchisor</u>	<u>Ceased Operations- Other Reasons</u>	<u>Outlets at End of Year</u>
Illinois	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
New York	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Michigan*	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Texas	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Virginia	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Total*	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	3	0	0	0	0	6

*This outlet ceased operations in February 2026.

*A franchised outlet in Ohio opened in March 2026.

Table 4 – Status of Company-Owned Outlets for Years 2023/2024/2025:

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Outlets Re-acquired from Franchisees</u>	<u>Outlets Closed</u>	<u>Outlets Sold to Franchisees</u>	<u>Outlets at End of Year</u>
None	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	1	0	0	0	1
Total	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	1	0	0	0	1

Table 5 - Projected Openings for next Fiscal Year as of December 31, 2025:

<u>State</u>	<u>Franchise Agreements Signed but Outlet Not Opened</u>	<u>Projected New Franchised Outlet in the Next Fiscal Year</u>	<u>Projected New Company Owned Outlet in the Next Fiscal Year</u>
New York	0	1	0
North Carolina	0	1	0
New Jersey	0	1	0
Connecticut	0	1	0
Georgia	0	1	0
Minnesota	0	1	0
Washington	1	1	0
Arizona	1	1	0
TOTAL	2	8	0

A list of all the names of all franchisees and the addresses and telephone numbers of their Franchised Businesses as well as a list of all the names, last known addresses and telephone numbers of every franchisee who has had a franchise agreement terminated, canceled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under the franchise agreement in our most recent fiscal year or who have not communicated with us within 10 weeks before the date of this disclosure document is attached to this disclosure document as Exhibit E. If you buy this Franchised Business, your contact information may be disclosed to other buyers when you leave this System.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the System. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We do not know of a trademark-specific franchisee organization associated with the System that is required or has been asked to be disclosed in this disclosure document.

ITEM 21. FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit F is our audited financial statements as of December 31, 2025, December 31, 2024 and December 31, 2023. Our fiscal year end is December 31st.

ITEM 22. CONTRACTS

The following agreements are attached to this disclosure document: (1) Franchise Agreement; (2) Territory, Development Schedule and Location Schedule; (3) General Release; (4) Authorization for Direct Payment via ACH; (5) Collateral Assignment and Assumption of Lease; (6) Confidentiality, Non-Use and Non-Competition Agreement; (7) Confidentiality, Non-Use and Non-Competition Agreement Form; (8) Internet Advertising and Telephone Listing Agreement; (9) Guarantee; (10) Joinder; and (11) State Amendments.

ITEM 23. RECEIPTS

See Exhibit I attached.

EXHIBIT A
AGENTS FOR SERVICE OF PROCESS/STATE ADMINISTRATORS

<u>CALIFORNIA</u> Department of Financial Protection and Innovation 651 Bannan Street Suite 300 Sacramento, CA 95811 (866) 275-2677 Agent: Commissioner Of Financial Protection and Innovation	<u>MARYLAND</u> Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360 Agent: Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
<u>HAWAII</u> Securities Examiner 1010 Richards Street Honolulu, Hawaii 96813 (808) 586-2744 Agent: Director of Hawaii Department of Commerce and Consumer Affairs	<u>MICHIGAN</u> Overnight mail: Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 6th Fl Lansing, Michigan 48933 (517) 373-7117 Regular mail: Attorney General's Office Consumer Protection Division Attn: Franchise Section P.O. Box 30213 Lansing, Michigan 48909 Agent: Michigan Department of Commerce Corporations and Securities Bureau
<u>ILLINOIS</u> Franchise Division Office of Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465 Agent: Illinois Attorney General	<u>MINNESOTA</u> Minnesota Department of Commerce 85 7th Place East Suite 280 St. Paul, Minnesota 55101 (651) 539-1600 Agent: Minnesota Commissioner of Commerce

<u>INDIANA</u> Franchise Section Indiana Securities Division Secretary of State Room E-111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681 Agent: Indiana Secretary of State	<u>NEBRASKA</u> Nebraska Department of Banking and Finance 1200 N Street P.O. Box 95006 Lincoln, Nebraska 68509-5006 (402) 471-3445
<u>NEW YORK</u> NYS Department of Law Investor Protection Bureau 28 Liberty St., 21 st Floor New York, NY 10005 (212) 416-8222 Phone Agent for Service: Attention: New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6 th Floor Albany, NY 12231-0001 (518) 473-2492	<u>SOUTH DAKOTA</u> Division of Insurance Securities Regulation 124 S. Euclid Suite 104 Pierre, South Dakota 57501 (605) 773-3563 Agent: Director of South Dakota Division Securities
<u>NORTH DAKOTA</u> North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor, Dept 414 Bismarck, North Dakota 58505-0510 (701) 328-4712 Agent: Securities Commissioner	<u>TEXAS</u> Secretary of State P.O. Box 12887 Austin, Texas 78711

<u>OREGON</u> Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387 Agent: Director of Oregon Department of Insurance and Finance	<u>VIRGINIA</u> State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, Virginia 23219 (804) 371-9051 Agent: Clerk of the State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, Virginia 23219 (804) 371-9733
<u>RHODE ISLAND</u> Division of Securities Suite 232 233 Richmond Street Providence, Rhode Island 02903 (401) 222-3048 Agent: Director of Rhode Island Department of Business Regulation	<u>WASHINGTON</u> Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760 Agent: Administrator of Securities Department of Financial Institutions 150 Israel Road SW Tumwater, Washington 98501
<u>WISCONSIN</u> Administrator Securities Division Department of Financial Institutions P.O. Box 1768 Madison, Wisconsin 53701 (608) 266-8559 Agent: Wisconsin Commissioner of Securities	<u>CONNECTICUT</u> State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) 240-8230 Agent: Banking Commissioner

EXHIBIT B

FRANCHISE AGREEMENT AND RELATED MATERIALS



FILLI CAFÉ

FILLI IP RIGHTS MANAGEMENT DWC LLC

FRANCHISE AGREEMENT

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EXHIBITS

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5. COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT
6. CONFIDENTIALITY, NON-USE AND NON-COMPETITION AGREEMENT
7. CONFIDENTIALITY, NON-USE AND NON-COMPETITION AGREEMENT FORM
8. INTERNET ADVERTISING AND TELEPHONE LISTING AGREEMENT
9. GUARANTEE
10. JOINDER
11. STATE AMENDMENTS

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“AGREEMENT”) IS MADE AND ENTERED INTO THIS _____ DAY OF _____ (“EFFECTIVE DATE”), BETWEEN FILLI IP RIGHTS MANAGEMENT DWC LLC, A DUBAI SOUTH FREE ZONES LIMITED LIABILITY COMPANY WITH ITS PRINCIPAL OFFICE AT BURJUMAN BUSINESS TOWER - OFFICE NUMBER 1404, DUBAI, UAE ("FRANCHISOR"), AND _____ A _____ WHOSE PRINCIPAL ADDRESS IS _____ (“FRANCHISEE”).

RECITALS

WHEREAS, Franchisor, as the result of the expenditure of time, skill, effort and money has developed a distinctive, proprietary System (as hereinafter defined) relating to the establishment and operation of a café under the name Filli Café® offering FILLI Zafran Tea, hot pastas, pizzas, focaccias, quiches, Turkish breads, sales, sandwiches, cakes, pastries, muffins, and a selection of other baked goods and other food items;

WHEREAS, the distinguishing characteristics of the System include distinctive interior and exterior design, décor, color scheme and furnishings; uniform standards, specifications and procedures for operations; installation, construction design, general contracting, layout of equipment and maintenance techniques; quality and uniformity of products and services offered; standards, specifications and procedures for inventory, purchasing, management and financial control; training and assistance; advertising, marketing and promotional programs; all of which may be changed, improved and further developed by Franchisor from time to time at its sole option (the “System”);

WHEREAS, the System is identified by means of certain trade names, service marks, trademarks, logos, symbols, emblems and indicia of origin as are now designated and may hereinafter be designated by Franchisor in writing (the “Principal Trademarks”) which are owned by Franchisor’s CEO, Abdul Rafiyah Filli in his individual capacity, and with whom Franchisor has entered into a perpetual license to use and license others to use the Principal Trademarks;

WHEREAS, Franchisor grants to qualified persons the right to own and operate three (3) or more Franchised Business locations using the Franchisor’s System in the Territory; and

WHEREAS, Franchisee desires to obtain a franchise to operate and develop three (3) or more Filli Café franchised locations (each a “Franchised Business” and collectively the “Franchised Businesses”);

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor’s high uniform standards of quality and service and the necessity of operating each Franchised Business in conformity with Franchisor’s standards, specifications, operating procedures and rules

(the “System Standards”); and

NOW THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

I. GRANT OF FRANCHISE AND LICENSE

1.1 Grant

Subject to the terms and conditions of this Agreement, Franchisor grants to Franchisee the right and license, and Franchisee accepts the right and obligation, to operate three or more Franchised Businesses under the Principal Trademarks (identified on Exhibit 1) pursuant to the development schedule set forth in the Territory, Development Schedule and Location Schedule (Exhibit 2), in accordance with the System and the provisions of this Agreement within the geographic area specified in Exhibit 2 (the “Territory”). Franchisee shall have no right or license to operate the Franchised Business or to use the System or the Principal Trademarks to offer or sell any products or services through any channel of distribution except within the Territory and in accordance with this Agreement.

1.2 Limitation of Grant

Franchisee agrees and acknowledges that this Agreement does not grant Franchisee any area, market, territory, franchise or other rights except as provided herein and Franchisor shall retain and may convey to any other any right not expressly granted to Franchisee herein.

1.3 Grant of License to Principal Trademarks

Franchisor hereby grants to Franchisee a limited and non-exclusive license to use the Principal Trademarks during the term of this Agreement subject to the terms, limitations and conditions of this Agreement and all quality control standards and requirements of Franchisor.

1.4 Services Offered by the Franchisee

(a) General Requirements

Except to the extent otherwise provided in this Section, Franchisee agrees to offer, sell and furnish all current and future Services, Ancillary Services and Ancillary Products (as these terms are defined in subsections (b) and (c) below), and other programs and products which are part of the System and which Franchisor designates as mandatory in this Agreement and in the Confidential Operating Manual. Franchisee may not use the Filli Café name or the Principal Trademarks for the benefit of any business other than each Franchised Business. Franchisee is prohibited from offering or selling any services, programs or products which are not a part of the System or which Franchisor deletes from the System, without Franchisor’s prior written approval.

Franchisee may not conduct (or permit anyone else to conduct) any business other than the business contemplated by this Agreement at or from each Franchised Business location without first obtaining Franchisor's written consent, which Franchisor is under no obligation to grant and which Franchisor may in Franchisor's sole discretion subsequently withdraw. If Franchisor permits Franchisee to furnish, offer or sell any service, program or product which is not a part of the System, then Franchisor has the right to set conditions for this approval, including without limitation: (i) requirements that Franchisee inform the public (in the manner that Franchisor requires) that such services, programs or products are not associated with the Principal Trademarks and/or are not endorsed or offered by Franchisor, its affiliates, or Filli Café franchisees; (ii) the right to withdraw consent to the services, programs or products, in which event Franchisee shall immediately cease and desist all activities with respect to these services, programs or products; (iii) that any such services, programs or products may, in Franchisor's sole discretion, be incorporated into the System and be used by Franchisor as Franchisor's property without restriction or compensation to Franchisee; and (iv) Franchisee's waiver and release of any proprietary rights Franchisee may have to the services, programs and products. Franchisor may periodically eliminate certain products and/or services, or add additional products and/or services, in either case in its sole discretion and without the necessity of further notice to Franchisee.

(b) The Services

This Agreement authorizes Franchisee to offer, sell and perform the Services which is defined as the service of operating each Franchised Business offering FILLI Zafran Tea, hot pastas, pizzas, focaccias, quiches, Turkish breads, sales, sandwiches, cakes, pastries, muffins, and a selection of other baked goods and other food items according to our specified procedures.

(c) Ancillary Services and Ancillary Products

Franchisor reserves the right to extend the System into other areas of business. Franchisor is under no obligation to offer to Franchisee those services or additional products if and when they are established ("Ancillary Services" and "Ancillary Products.") If Franchisor notifies Franchisee of new Ancillary Services or Ancillary Products to be included in the Franchised Business by separate notice or by revised Confidential Operating Manual, Franchisee agrees to offer such Ancillary Services or Ancillary Products if Franchisor describes them as mandatory and Franchisee may choose to offer such Ancillary Services or Ancillary Products if Franchisor describes them as optional. If mandatory, Franchisee agrees at its expense to: (i) obtain all necessary products, services, promotional materials, training and if required, licensed personnel or equipment which Franchisor advises Franchisee is necessary to offer the Ancillary Services or Ancillary Products; and (ii) begin offering, selling, using and furnishing the Ancillary Services or Ancillary Products as soon as is possible in a commercially reasonable manner after receipt of notice to that effect.

II. TERRITORY

2.1 Territory

(a) Franchisee's Territory shall be as defined in Exhibit 2 attached hereto or as determined by the terms of this Agreement. Franchisee may market, advertise and solicit customers for each Franchised Business within the Territory in accordance with the terms of this Agreement.

(b) During the term of this Agreement, subject to full compliance by Franchisee and its Owners (defined herein) with this Agreement and any other agreement between Franchisee or any of its Owners and Franchisor, Franchisor shall not (i) grant a franchise or open a company or affiliate-owned unit within the Territory; or (ii) permit any Filli Café business to solicit sales within the Territory except to the extent that any advertisement, promotion or web promotion may include publication within any part of the Territory.

(c) Without Franchisor's prior written approval, which Franchisor may withhold for any reason or no reason at all, Franchisee shall not participate in direct delivery services. Instead, Franchisor may, but is not obligated to, approve or require Franchisee to use one or more third-party delivery services, such as DoorDash, Uber Eats, Grubhub or such other third-party delivery services as Franchisor may approve. Subjection to Section 2.2(d) below, Franchisor shall not expressly permit other franchisees to solicit business and accept orders within the Territory, however, Franchisor does not have control over third-party delivery services. Accordingly, there are no restrictions on third-party delivery orders.

2.2 Limitations on Territory Rights

(a) Franchisor may, at any time and in its sole discretion, designate any geographic area outside the Territory as the territory for a third-party franchisee or licensee.

(b) Notwithstanding the territorial grant above and without limiting Franchisor's retention of all other rights not specifically granted to Franchisee, Franchisor reserves the right for itself, company-owned stores, and its affiliates to:

(i) accept in any Filli Café business located outside of Franchisee's Territory, orders made from within Franchisee's Territory for products or services sold under any trade name, trademark or service mark (including the Principal Trademarks) and to deliver such products or services within Franchisee's Territory;

(ii) accept orders for products or services sold under any trade name, trademark, service mark (including the Principal Trademarks) from within Franchisee's Territory generated through the Internet and to deliver such products or services within Franchisee's Territory;

(iii) conduct marketing, solicit business, advertise and accept orders anywhere, without limitation;

(iv) sell products and services and enfranchise others to sell products and services sold under any trade name, trademark or service mark (including the Principal Trademarks) in the Territory through any alternative channel of distribution;

(v) sell products and services and enfranchise others to sell products and services sold under any trade name, trademark or service mark (including the Principal Trademarks) in non-traditional locations, including any non-traditional locations situated in Franchisee's Territory, through the establishment of Filli Café business, kiosks, mobile units, concessions or "business in business." Non-traditional locations include venues for mass gathering such as airports, sports arenas, theatres, resorts, malls and mall food courts, schools and universities, healthcare facilities, guest lodging facilities, day care facilities of any type, government facilities, as well as the premises of any third-party retailer or food retailers (including supermarkets, grocery stores and convenience stores) which is not a café (including business, stores and department stores) and any other location or venue to which access to the general public is restricted such as military bases and installations, higher security headquarters of corporations, airlines, railroads and other modes of mass transportation; and

(vi) develop, implement and participate in a co-branding program located within or outside of the Territory regardless of whether any co-branded business is franchised or company-owned and regardless of which trade names, trademarks or service marks are used in connection with the co-branded business, including but not limited to the Principal Trademarks.

(d) Other franchisees are permitted to advertise, solicit sales and accept business from outside of their territories, with Franchisor's prior written approval, but not within the Territory, except that other franchisees may accept business within the Territory if that business is unsolicited or comes in response to advertising, marketing, promotions or web promotions that are not specific to the Territory (i.e., advertising in a newspaper with circulation encompassing the Territory). Franchisor will take any action or no action at all, based on Franchisor's evaluation of the situation if other franchisees advertise, solicit sales and/or accept business from the Territory. Franchisee may not advertise, solicit sales or accept business outside the Territory within a territory whose rights have been granted to another franchisee. Franchisee may solicit sales outside the Territory in areas that are not subject to another franchise agreement (an "unassigned" territory), with Franchisor's written approval. Franchisor reserves the right to grant a franchisee territory rights or the right to advertise in, solicit sales and accept business from any area outside of the Territory. Soliciting sales in an unassigned territory does not grant any right of first refusal or any other right to Franchisee for another franchise in an unassigned territory. Franchisee will be permitted to accept business from another franchisee's territory, if it is unsolicited or comes in response to advertising, marketing, promotions or web promotions that are not specific to that franchisee's territory (i.e., advertising in a newspaper with circulation encompassing the Territory). When advertising in a medium that is distributed in another franchisee's territory or in a distribution area

encompassing a company-owned, affiliate-owned or licensee-owned business, for promotion or otherwise and when that franchisee, company-owned, affiliate-owned or licensee-owned business has chosen to participate, Franchisee must include as part of that written advertisement or in the oral script utilized, the location of any such business. When that franchisee, company-owned, affiliate-owned or licensee-owned business has chosen not to participate in the advertising, marketing, promotion or web promotion the written or oral advertising, marketing, promotion or web promotion must include the disclaimer “at participating locations only,” as well as eliminate any reference to menu pricing when there is a difference between franchise pricing (Franchisee’s pricing compared to other franchisees’ pricing) or other business pricing (Franchisee’s pricing compared to company-owned, affiliate-owned or licensee-owned business’s pricing).

(e) Franchisor or its affiliates may establish any business within the Territory that does not utilize the Principal Trademarks.

(f) In order to maintain the Territory, Franchisee must meet its obligations under this Agreement. In addition to the termination provisions set forth in Article XIV herein, Franchisee’s failure to comply with the provisions of this Agreement may result in Franchisor reducing the size and scope of Franchisee’s Territory or eliminating Franchisee’s Territory altogether, in Franchisor’s sole discretion.

(g) Franchisor, may, at any time and in its sole discretion, designate any area outside the Territory as the territory of a franchisee.

2.3 Introduction of Other Systems within the Territory

(a) In the event Franchisor acquires a competing business system during the term of this Agreement and such competing system is an established non-franchise business that contains operations within the Territory, then the following shall apply:

(i) Franchisor may, but is not required to, offer Franchisee the business within the Territory at a cost equal to the fully allocated costs associated with the business;

(ii) Franchisee will then have thirty (30) days to decide whether or not to acquire the business as a Filli Café Franchised Business to be operated under this Agreement;

(iii) Franchisor will not charge Franchisee an initial franchise fee or a territory development fee for the acquisition of the business;

(iv) upon the effective date of the purchase, Franchisee will have six (6) months to bring the business up to Franchisor’s then-current standards for a Filli Café Franchised Business as provided for in this Agreement, Confidential Operating Manual or otherwise in writing by Franchisor;

(v) if Franchisee decides to acquire the business, Franchisee's royalties, if any, for the acquired business will be reduced by twenty percent (20%) for a period of two (2) years from the effective date of Franchisee's purchase of the business, but no other fees shall be reduced; and

(vi) if Franchisee decides not to acquire the business, then Franchisor or its affiliates may operate the business within the Territory or offer the business to a third-party, whether or not under the Principal Trademarks, without compensation to Franchisee.

(b) Notwithstanding the territorial grant above and without limiting Franchisor's retention of all other rights not specifically granted to Franchisee, in the event that Franchisor acquires an established franchised system that uses different brands: (i) Franchisor will have the unrestricted right but not the obligation to convert the existing business to the System; (ii) if the business is converted to the System, Franchisee will receive a payment of twenty percent (20%) of the royalties, if any, received by Franchisor from the operation of the converting franchise in the Territory for a period of two (2) years from the effective date the business was converted to the System; and (iii) if the business is not converted to the System, Franchisor reserves the right to allow it to operate without compensation to Franchisee and to receive the services provided to franchisees hereunder.

III. TERM AND RENEWAL

3.1 Initial Term

The term of this Agreement shall commence on the Effective Date and shall expire on the sooner of: (i) the seventh (7th) anniversary of the Effective Date; or (ii) upon the termination of this Agreement in accordance with the provisions hereunder. Franchisee agrees and acknowledges that the development of additional Franchised Businesses under this Agreement shall in no way impact, alter, amend, extend or otherwise change the initial term of this Agreement, which in all respects shall expire as set forth above in this Section 3.1.

3.2 Successor Agreement

(a) Franchisee shall have the right to enter into a successor agreement for this franchise at the expiration of the initial term for two (2) successive terms of seven (7) years each, commencing immediately upon the expiration (but not the termination) of this Agreement, provided that at the time the successor agreement is to be executed, all of the following conditions have been fulfilled:

(i) Franchisor offers franchises in the Territory and/or the geographical area in which the Franchised Business is located;

(ii) Franchisee (and its Owners) has, during the entire term of this Agreement,

substantially complied with all its provisions;

(iii) Franchisee will execute Franchisor's then-current form of franchise agreement, which may be materially different from this Agreement, including but not limited to the fee structure, Franchisee's Territory and other material terms;

(iv) At the time of notice as described below, Franchisee agrees in writing to bring each Franchised Business into full compliance with Franchisor's then-current specifications and standards for new Filli Café business (regardless of cost), including but not limited to refurbishing each Franchised Business, installing new equipment packages, updating the methods, procedures and product line and upgrading the computer system. Franchisee shall commence such renovation at each of its Franchised Business locations as soon after notice is given as is commercially reasonable. Franchisee shall complete such renovation within three (3) months of executing the then-current form of franchise agreement;

(v) By the expiration of this Agreement, Franchisee has satisfactorily completed the then-current qualifications and training requirements;

(vi) Franchisee has satisfied all monetary obligations owed to Franchisor, its affiliates, and/or Suppliers (as defined herein) and has in a timely manner met those obligations throughout the term of this Agreement;

(vii) Franchisee and its Owners have executed a General Release, in a form attached as Exhibit 3, of any and all claims against Franchisor, its corporate parents, subsidiaries and affiliates and the respective officers, directors, shareholders, agents, attorneys, contractors and employees of each of the foregoing entities (in their corporate and individual capacities) and Franchisor's heirs, executors, administrators, successors and assigns (the "Released Parties");

(viii) Franchisee notifies Franchisor of its desire to enter into a successor agreement for this franchise not more than nine (9) months and not less than six (6) months before this Agreement expires;

(ix) Franchisee maintains all relevant licenses and permits necessary for the operation of each Franchised Business;

(x) Franchisee shall enter into a lease for or own each of the premises where each Franchised Business is located for the duration of the successor term; and

(b) Within sixty (60) days of its receipt of Franchisee's notice of Franchisee's desire to enter into a successor agreement for this franchise, Franchisor agrees to give Franchisee written notice ("Successor Notice") of Franchisor's decision: (i) to grant Franchisee a successor franchise; (ii) to grant Franchisee a successor franchise on the condition that Franchisee corrects existing deficiencies of the Franchised Business or in its operation of the Franchised Business; (iii) not to

grant Franchisee a successor franchise based on Franchisor's determination, in its sole discretion, that it is not offering franchises in the geographical area in which the Franchised Businesses are located; or (iv) not to grant Franchisee a successor franchise based on Franchisor's determination, in its sole discretion, that Franchisee and its Owners have not substantially complied with any of the provisions of this Section 3.2.

(c) If applicable, the Successor Notice will:

(i) describe the remodeling, expansion, improvements and/or modifications required to bring each Franchised Business into compliance with then applicable specifications and standards for a new Franchised Business; and

(ii) state the actions Franchisee must take to correct operating deficiencies and the time period in which Franchisee must correct these deficiencies.

(d) If Franchisor elects to grant a successor franchise, Franchisee's right to acquire the successor franchise is subject to Franchisee's full compliance with all of the terms and conditions of this Agreement through the date of its expiration, in addition to its compliance with the obligations described in the Successor Notice.

(e) If the Successor Notice states that Franchisee must cure certain deficiencies in one or more of the Franchised Businesses or the operation of one or more Franchised Businesses as a condition to Franchisor's granting Franchisee a successor franchise, Franchisor will give Franchisee written notice of its decision not to grant a successor franchise, based upon Franchisee's failure to cure those deficiencies not less than thirty (30) days before this Agreement expires. However, Franchisor need not give Franchisee this thirty (30) days' notice if Franchisor decides not to grant Franchisee a successor franchise due to Franchisee's breach of this Agreement during the thirty (30) day period before this Agreement expires.

(f) At its option, Franchisor may extend this Agreement's term for the time period necessary to give Franchisee either a reasonable time to correct deficiencies, execute a successor agreement, or to provide Franchisee with thirty (30) days' notice of Franchisor's refusal to grant a successor franchise.

(g) If Franchisee fails to notify Franchisor of its election to acquire a successor franchise within the prescribed time period, Franchisor need not grant Franchisee a successor franchise.

IV. PAYMENTS TO FRANCHISOR

4.1 Initial Franchise Fee; Territory Development Fee

(a) Franchisee shall pay to Franchisor an initial franchise fee of \$35,000, which shall

be paid as follows: (i) the sum of \$24,500 shall be paid upon execution of this Agreement, and (ii) the sum of \$10,500 shall be paid prior to the opening of the First Franchised Business, within ten (10) days of the date of Franchisor's invoice for the same. Franchisee acknowledges and agrees that the initial franchise fee is nonrefundable and fully earned upon payment and receipt by Franchisor. Franchisor shall not refund the initial franchise fee to Franchisee under any circumstances.

(b) As described in the Development Schedule set forth in Exhibit 2, Franchisee is required to develop a minimum of three (3) Franchised Businesses (i.e. two (2) Franchised Businesses in addition to the first Franchised Business described above in Section 4.1(a)). Franchisee shall open and operate an agreed number of Franchised Businesses in accordance with the Development Schedule. Franchisee hereby agrees to remit payment of a development fee which shall be calculated at a rate of \$35,000 for each Filli Café Franchised Business Franchisee is to develop under the Development Schedule (the "Territory Development Fee"). Franchisee shall pay the Territory Development Fee as follows: (i) 70% of the Territory Development Fee for each Franchised Business will be paid upon execution of this Agreement; and (ii) the remaining balance for each such Franchised Business will be paid prior to the opening of such Franchised Business, but no later than ten (10) days from Franchisor's invoice to Franchisee for the same. Franchisor shall apply the sum of \$24,500 of the Territory Development Fee toward the initial franchise fee for the first Franchised Business. The balance of the Territory Development Fee shall be applied in an equal share, at a rate of \$24,500 per Franchised Business, against the initial franchise fee for each subsequent Franchised Business that Franchisee is obligated to develop hereunder. The Territory Development Fee is fully earned at the time Franchisee makes the payment to the Franchisor and is not refundable regardless of whether Franchisee opens any or all of the Franchised Businesses required to be developed and opened hereunder. If, during the term of this Agreement, Franchisee desires to develop additional Franchised Businesses in excess of the number of Franchised Businesses set forth in the Development Schedule, and Franchisor has agreed to permit Franchisee to develop such additional Franchised Businesses, it being agreed and acknowledged that Franchisor may withhold such consent for any reason or no reason at all, Franchisee shall be obligated to pay to Franchisor the applicable Territory Development Fee, at a rate of \$35,000 per each additional Franchised Business to be developed, in accordance with the payment plan set forth in this Section 4.1(b) (i.e. 70% of the Territory Development Fee shall be paid upon Franchisor's agreement to increase the number of Franchised Businesses to be developed, and 30% of the Territory Development Fee per Franchised Business shall be paid prior to the opening of such Franchised Business within ten (10) days of Franchisor's invoice for the same).

4.2 Royalty

During the term of this Agreement, Franchisee shall pay to Franchisor a continuing fee ("Royalty") in the amount of five percent (5%) of Gross Revenues as defined in Section 4.7.

4.3 Payment of Royalty and Other Fees

(a) Franchisee shall remit payment of the monthly Royalty no later than the fifth (5th) of each month. Royalty payments shall be calculated based on the Gross Revenues of each Franchised Business which operated during the prior month (whether such Franchised Business operated during the entire month or a portion thereof). All fees are payable to Franchisor by electronic funds transfer ("EFT"), as directed in the EFT authorization attached hereto as Exhibit 4, or such other method as Franchisor shall designate, from Franchisee's designated bank account on the date due. Franchisor may require other periodic payments at any time upon reasonable notice, which shall be provided for in this Agreement, the Confidential Operating Manual or otherwise in writing by Franchisor.

(b) Franchisee authorizes Franchisor to initiate debit entries and credit correction entries to Franchisee's checking, savings, operating or other account for the payment of Royalties and any other amounts due from Franchisee under this Agreement or otherwise. Franchisee shall comply with Franchisor's procedures and instructions in connection with this direct debit and credit process and sign any document or take any action that may be required to effect this authorization.

(c) Franchisor may require Franchisee to pay the Royalty and other amounts due under this Agreement or otherwise by means other than EFT whenever Franchisor deems appropriate and Franchisee agrees to comply with Franchisor's payment instructions.

4.4 Technology Fee.

If required by Franchisor, Franchisee must pay a technology fee to Franchisor or its designated third party for costs incurred in maintaining the Filli Café website and incorporating information related to each of Franchisee's Franchised Businesses. The Technology Fee may also be used by Franchisor to support and develop technology to be used in connection with the System. If and when implemented, the Technology Fee shall not exceed the sum of \$200 per month, per Franchised Business location then open and operating. The Technology Fee, if and when implemented, shall be paid by Franchisee simultaneously with and in the same manner as the payment of the Royalty, as described in Section 4.3 above.

4.5 Other Fees and Payments

(a) Interest

Franchisee shall pay to Franchisor interest at a rate equal to the lesser of the daily equivalent of one and a half percent (1.5%) per month or the highest rate of interest allowed by law on all past due amounts. Interest shall be due on any and all overdue amounts, fees, charges and payments due to the Franchisor under this Agreement.

(c) Accounting Fees

(i) Franchisor has the right to conduct an audit of the books and records of Franchisee, including all sales and income records and tax returns as provided herein. If Franchisor elects to conduct such audit, Franchisor will provide Franchisee with written notice ten (10) days prior to conducting the audit. The audit may be conducted by Franchisor or other persons designated by Franchisor. Franchisor may conduct the audit in Franchisor's offices, Franchisee's offices or at a third-party provider's office. Franchisee may be required to send such records to such location as Franchisor may designate, in its sole discretion. In the event Franchisee has failed to furnish reports, supporting reports or other information as required by Franchisor, Franchisor may elect to conduct an audit of the books and records of Franchisee and Franchisee shall pay the cost of conducting the audit, including without limitation, travel, lodging, meals, wages, expenses and accounting and legal fees incurred by Franchisor;

(ii) if Franchisee has understated Gross Revenues in any report or statement by:

(1) two percent (2%) or less, Franchisee will be required to immediately pay Franchisor the underreported amount plus interest within fifteen days of written notice of the amount due;

(2) more than two percent (2%), Franchisee will be required to immediately pay Franchisor the underreported amount plus interest along with the cost of conducting the audit, including without limitation, travel, lodging, meals, wages, expenses, and accounting and legal fees incurred by Franchisor within fifteen days of written notice; or

(3) more than two percent (2%), in addition to subsection 4.5(c)(ii)(2) above, Franchisor may, in its sole discretion, require Franchisee to provide periodic audited statements to Franchisor.

(e) Testing or Supplier Approval Fee

Franchisee shall pay the costs and expenses associated with inspection, evaluation and/or testing and other professional analysis conducted of a Proposed Supplier (defined herein).

(f) Late Fee/Payment Non-Compliance Fee

In the event Franchisee fails to make timely payment to Franchisor of any sums due, in addition to such owed funds, Franchisee shall pay Franchisor a late fee of \$150 for each day said sums are not paid to Franchisor.

(g) Reimbursement of Costs and Expenses

If after notice, Franchisee fails to cure any deficiency in any Franchised Business and/or the operation of any Franchised Business, Franchisor may in its sole discretion correct the deficiency. If Franchisor elects to correct the deficiency, Franchisee shall reimburse Franchisor for Franchisor's costs and expenses incurred in correcting the deficiency. If Franchisor and/or its affiliates commence any action against any individual to enforce the terms of any Confidentiality, Non-Use and Non-Competition Agreement or any similar covenants contained in this Agreement, Franchisee and its Owners agree to pay all costs and expenses, including attorneys' fees, expert fees, court costs and all other expenses of litigation that Franchisor or its affiliates incur to secure.

(h) Post-Termination or Post-Expiration Expenses

Upon termination or expiration of this Agreement for any reason, Franchisor will have the right but not the obligation to modify, alter or de-identify each Franchised Business. In the event that Franchisor modifies, alters or de-identifies one or more of the Franchised Businesses, Franchisee shall reimburse Franchisor for its costs and expenses for modifying, altering or de-identifying such Franchised Businesses.

(i) Conferences.

Franchisor may conduct a conference at such place as Franchisor designates for Filli Café franchisees. Franchisor may require Franchisee and its principals to attend the conference or Franchisor may specify that attendance is optional. Franchisee shall be responsible for all costs that Franchisee, its principals and the attendees that Franchisee is permitted to bring to the conference incur in connection with attendance.

(j) Non-Compliance Fees

In the event that Franchisee fails to comply with any of the terms and conditions of this Agreement, Franchisor shall have the right to assess a non-compliance fee, which Franchisee shall pay within fourteen (14) days of the date of the Franchisor's invoice for the same. The non-compliance fee in no way limits Franchisor's rights herein and is merely an additional remedy available to Franchisor. In the event Franchisee fails to timely submit any and all reports and financial statements due to Franchisor hereunder, Franchisor shall have the right to assess a reporting non-compliance fee in the amount of \$150 per occurrence. In the event that the Franchisee shall fail to comply with any operational standards, as set forth herein or the Confidential Operating Manual, Franchisor shall have the right to assess an operations non-compliance fee ranging between \$450 and \$1,000 per occurrence; Franchisee shall also be responsible for the payment of any and all costs incurred by the Franchisor in connection with inspecting and/or re-inspecting the Franchisee's Franchised Business.

(k) POS System

Franchisee must pay the costs of the point of sale system (POS) to Franchisor's designated third-party vendor for costs incurred in purchasing the POS system for the operations of the Franchised Business. The POS Fee is equal to the actual fees charged by the designated third-party vendor, which is currently between \$1,000 and \$2,500 per year, however, it is subject to vendor pricing. Franchisee shall enter into an agreement with the designated third-party vendor for the purchase of the POS system and Franchisee is responsible for negotiating its terms and conditions with the third-party vendor.

(l) Mystery Shopper Quality Control and Evaluation Visits.

Franchisor shall have the right, but not the obligation, to conduct "mystery shopper" quality control and evaluation visits for each Franchised Business. Additionally, Franchisor shall have the right, but not the obligation, to hire a third-party, independent service to conduct these mystery shopper visits in addition to or instead of the Franchisor. Franchisor shall not conduct more than two mystery shopper visits, Per Franchised Business, in any calendar year. Franchisee must participate in the mystery shopper program and Franchisee shall reimburse Franchisor or the third-party for all costs and expenses in connection with the mystery shopper program, including but not limited to reimbursement of travel expenses, lodging, accommodations.

(m) Transfer Fees

In the event of any transfer of the Franchise Agreement and Franchised Business, the Franchisee shall pay a transfer fee if required, as defined in Section 10.3(a)(x).

4.6 Application of Payments

(a) Franchisee acknowledges and agrees that Franchisor may apply payments received to amounts due and payable in the order Franchisor determines, in its sole discretion.

(b) Unless otherwise provided, all fees and other amounts due to Franchisor hereunder shall be paid in a manner designated by Franchisor in the Confidential Operating Manual or otherwise in writing by Franchisor and such payments shall be accompanied by a statement setting forth in reasonable detail the basis for the computation.

4.7 Gross Revenues

"Gross Revenues" shall mean all revenues and income of any type or nature and from any source, including but not limited to business interruption insurance proceeds, that Franchisee derives or receives directly or indirectly from, through, by or on account of the operation of each Franchised Business at any time after the Effective Date whether received in cash, in services, in kind, from barter and/or exchange, on credit or otherwise, without any deduction for expenses including advertising, marketing or promotional expenses and taxes, unless specifically exempted herein or otherwise by Franchisor. However, the definition of Gross Revenues shall not include

sales taxes collected from customers at the point of sale and actually transmitted to the appropriate taxing authorities.

V. FRANCHISED BUSINESS LOCATION

5.1 Site Evaluation and Costs

Franchisee assumes all cost, liability, expense and responsibility for: (i) locating; (ii) presenting for Franchisor's review; (iii) obtaining; and (iv) developing a site for each Franchised Business within the Territory and for constructing and equipping each Franchised Business location. Franchisee acknowledges and agrees that the location, selection procurement and development of each Franchised Business location is Franchisee's responsibility and that in discharging such responsibility Franchisee must consult with real estate and other professionals of Franchisee's choosing. Franchisor may, in its sole discretion, provide Franchisee with site criteria which may define the physical, demographic and geographic characteristics of a Franchised Business location. Franchisor may, in its sole discretion, provide Franchisee with a list of locations for a Franchised Business which may be suitable. This information is gathered from third parties and Franchisor does not guarantee the accuracy of such information. Franchisor may, in its sole discretion, provide Franchisee with information about preliminary plans and layouts for a Franchised Business location, sources of signage, equipment and/or furnishings, standards and specifications for all fixtures, improvements, other products and services and other related items used in a typical Franchised Business location.

5.2 Site Selection Guidelines

(a) Franchisee shall locate a site that satisfies Franchisor's site selection guidelines. Prior to making a binding commitment to secure a Franchised Business location by lease or purchase, Franchisee shall submit to Franchisor in the form Franchisor specifies, the information and materials that Franchisor may reasonably require regarding the proposed Franchised Business location. Franchisee may submit to Franchisor information and materials relating to more than one proposed Franchised Business location for Franchisor's review. Franchisee shall submit such information and materials to Franchisor for its review no later than ninety (90) days after the Effective Date. Franchisor will within thirty (30) days after receipt of all necessary information and materials, evaluate the proposed site as a Franchised Business location and Franchisor will approve or disapprove the location. If the location for the Franchised Business is not approved in writing within thirty (30) days after receipt of the above information, the location is deemed disapproved. By no later than one hundred twenty (120) days from the Effective Date, Franchisee must have obtained Franchisor's approval of a site.

(b) In reviewing the location for a Franchised Business, Franchisor may consider any factor Franchisor determines relevant, including but not limited to the following: potential customer base, lease costs, competition, population density and composition, visibility and proximity to other Filli Café businesses.

(c) Once Franchisor has received information relating to a proposed Franchised Business location as described above, Franchisor or its designee may, in Franchisor's sole discretion, conduct an on-site evaluation for the proposed location. If Franchisor determines, in its sole discretion, that further on-site evaluation is necessary or if Franchisee requests further on-site evaluations, Franchisor or its designee, may, in Franchisor's sole discretion, conduct additional on-site evaluations.

5.3 Site Acquisition

(a) Within sixty (60) days after Franchisor has approved such Franchised Business location, Franchisee shall, at Franchisee's expense, acquire such Franchised Business location by purchase or lease. Franchisee hereby grants Franchisor an irrevocable power of attorney to amend this Agreement to include the legal description of the Franchised Business location set forth in the Location Schedule set forth in Exhibit 2.

(b) Franchisee acknowledges and agrees that Franchisor's evaluation and approval of a prospective location for a Franchised Business and Franchisor's rendering of assistance, if applicable, in the selection of a prospective location is not a representation, promise, warranty, indication or guaranty, express or implied, by Franchisor that such Franchised Business will be profitable or successful as a Filli Café franchise. Franchisee further agrees and acknowledges that Franchisor's evaluation and approval of a Franchised Business location is solely for Franchisor's benefit and is only provided to ensure that such Franchised Business location meets Franchisor's standards as indicated herein, the Confidential Operating Manual or otherwise by Franchisor in writing.

5.4 Lease Requirements

(a) In the event Franchisee leases a Franchised Business location, Franchisee shall submit a copy of the proposed lease to Franchisor thirty (30) days prior to execution of the lease and furnish to Franchisor a copy of the executed lease within ten (10) days after execution. Each lease shall have an initial term of no less duration than the term of this Agreement. Franchisee acknowledges and agrees that as a material condition of Franchisor's approval of Franchisee entering into any lease, such lease shall provide that:

(i) the premises shall be used exclusively for the operation of the Franchised Business;

(ii) the lessor consents to the use of the Principal Trademarks, signs, décor, color scheme and related components of the System as Franchisor may prescribe;

(iii) the lessor agrees to furnish Franchisor with copies of all notices under the lease and at such time that such notices are made;

(iv) Franchisor has the right to enter the premises to, among other things, monitor the use of the Principal Trademarks, make any modification necessary to protect the Principal Trademarks and cure defaults under the lease, this Agreement or any other agreement between Franchisee and Franchisor or its affiliates;

(v) Franchisee shall not sublease or assign all or any part of its rights under the lease or extend the term of or renew the lease without Franchisor's prior written consent, which shall not be unreasonably withheld;

(vi) the lessor consents to the Collateral Assignment and Assumption of Lease defined in Section 5.5 hereof;

(vii) the lease shall not be materially amended or otherwise modified to affect Franchisee's obligations under this Agreement without Franchisor's prior written consent; and

(viii) the lessor acknowledges and agrees that any furniture, fixture, equipment or personal property maintained by Franchisee on the leased premises, including but not limited to the Operating Assets (defined below), whether leased or owned by Franchisee are: (1) not the property of lessor; (2) shall be subject to Franchisor's security interest and a purchase option provided for in Section 14.7 herein in the event of Franchisee's default under the lease, this Agreement or any other agreement between Franchisee and Franchisor or its affiliates; and (3) may be removed upon expiration or termination of the lease, so long as such removal is accomplished without damage to the leased facility.

(b) Franchisor may require Franchisee to ensure that any lease for the Franchised Business has a rider attached to it in a form approved by Franchisor which reflects Franchisor's requirements. Franchisee shall not enter into a lease without the prior written authorization of Franchisor. Franchisee acknowledges and agrees that Franchisor's review of the lease does not constitute an approval of the lease or the terms contained therein, including, but not limited to any legal, economic and rental terms. Franchisee agrees to hold Franchisor harmless from any claim arising from the lease.

5.5 Collateral Assignment of Lease

Simultaneously with the execution of a lease for any Franchised Business location, Franchisee shall enter into a Collateral Assignment and Assumption of Lease Agreement with Franchisor, in the form annexed hereto as Exhibit 5 and Franchisee shall cause its lessor to execute the same. Franchisee agrees and acknowledges that upon a default by Franchisee under such lease for the Franchised Business location, a Partial Termination in connection with such Franchised Business location in which event Franchisee's right to operate at such Franchised Business location has been terminated, or upon the termination or expiration of this Agreement, the Collateral Assignment and Assumption of Lease Agreement shall provide Franchisor with

the right but not the obligation to take possession of the Franchised Business location and assume all of Franchisee's rights, title and interest in the lease. In that event, lessor shall have no right to impose any conditions on such assignment and assumption or to obtain payment from Franchisee or Franchisor, including but not limited to any payment for past due rent or additional rent, replenishment of the security deposit or any other payment. Franchisee authorizes Franchisor and its affiliates to record a copy of the Collateral Assignment and Assumption of Lease (or a memorandum concerning the Collateral Assignment and Assumption of Lease) and any other documents required by Franchisor. Franchisee shall execute all such documents necessary to record the same and shall cooperate with Franchisor in all respects with the recording of the same. Franchisee explicitly affirms and recognizes the value of each lease for a Franchised Business location and Franchisee agrees that any non-compliance by Franchisee with Franchisor's right (but not obligation) to take possession of a Franchised Business location and assume all of Franchisee's rights, title and interest in such lease will cause irreparable damage to Franchisor, the System and other Filli Café franchisees for which no adequate remedy at law will be available.

5.6 Compliance with Laws

Franchisee acknowledges and agrees that Franchisee is solely responsible for complying with all laws. Franchisee is also responsible for obtaining all zoning classifications and clearances that may be required by state or local laws, ordinances or regulations or that may be necessary as a result of any restrictive covenants relating to each Franchised Business location. Prior to beginning construction of each Franchised Business location, Franchisee shall obtain: (i) all permits, licenses and certifications required for the lawful construction or remodeling and operation of such Franchised Business; and (ii) insurance coverage at least in the amounts specified in this Agreement and otherwise required under such lease. Franchisee shall name Franchisor, its affiliates and the respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of Franchisor and its affiliates as additional insureds on any insurance policy. Franchisee shall provide to Franchisor, at Franchisor's request, copies of insurance policies (inclusive of any riders), certificates of insurance, approvals, clearances, permits, certifications and proof of compliance with applicable law.

5.7 Franchised Business Location Design

Franchisee shall obtain, at its own expense, architectural, engineering and design services necessary for the construction of each Franchised Business location from a licensed architectural design firm which has been either mandated or approved by the Franchisor. Currently, Franchisee is required to hire the Franchisor's approved architectural design firm to create Franchisee's architectural drawings (or if no architectural design firm is then approved by Franchisor, an architectural design firm selected by Franchisee which meets the Franchisor's then applicable standards). Although Franchisee shall remit payment for the architectural drawings, Franchisee agrees and acknowledges that Franchisor shall own all intellectual property rights arising from the architectural drawings. Franchisor may provide Franchisee with standards and specifications for

construction of the Franchised Business location. If such standards and specifications are provided by Franchisor, then Franchisee at its expense and in cooperation with the architectural design firm, shall adapt the standards and specifications for construction of such Franchised Business location provided by Franchisor to the extent necessary to be consistent with local building codes and Franchisee shall submit such plans to Franchisor for prior review. Franchisor may communicate with the architectural design firm retained by Franchisee. In the event Franchisor determines in its sole discretion that the architect, architectural design firm and/or the Franchised Business location plans do not satisfy Franchisor's architectural or design standards and specifications or are not consistent with the best interests of the System, Franchisor, within thirty (30) days after receiving such plans, shall provide Franchisee with a list of changes necessary. If Franchisor does not disapprove of Franchisee's architectural drawings within thirty (30) days its receipt, Franchisee's architectural drawings are deemed approved. Franchisee acknowledges and agrees that Franchisor's review, approval and proposed changes of the plans are meant to determine Franchisee's compliance with Franchisor's design specifications and shall not constitute an approval of the plans. Franchisor's review and approval of the plans in no way guarantees that Franchisee shall be in compliance with any architectural and/or legal requirement including but not limited to, zoning codes and compliance with the Americans with Disabilities Act. Franchisee agrees and acknowledges that Franchisee shall have no recourse against Franchisor based on the plans or Franchisor's review thereof. Franchisee shall be required to reimburse Franchisor for all costs and expenses incurred by Franchisor, its designee, in connection with reviewing Franchisee's architectural drawings.

5.8 Franchised Business Location Construction or Remodeling

(a) Franchisee shall provide Franchisor with periodic reports regarding the progress of the construction or remodeling of each Franchised Business location as may be requested by Franchisor. In the event Franchisor identifies instances where Franchisee's construction or remodeling is inconsistent with, or does not meet Franchisor's standards, Franchisor may notify Franchisee in writing of such deficiencies, in which case Franchisee shall correct such deficiencies prior to opening. Franchisee shall notify Franchisor of the scheduled date for completion of construction or remodeling no later than thirty (30) days prior to such date. Franchisee shall not commence operating a Franchised Business location without the prior written authorization of Franchisor, which shall not be unreasonably withheld. Franchisee acknowledges and agrees that Franchisor's authorization to commence operating a Franchised Business location is not any indication of performance or guarantee of Franchisee's success.

(b) Franchisor may in its sole discretion visit each Franchised Business location prior its opening and conduct an inspection without notice to Franchisee. Franchisor shall have the right to visit each Franchised Business location and conduct an inspection subsequent to its opening without notice to Franchisee if Franchisor deems in its sole discretion, such a visit is necessary.

5.9 Relocation

(a) Franchisee shall not relocate any of its Franchised Business locations except with

the prior written consent of Franchisor. Franchisee acknowledges and agrees that as a material condition of Franchisor's approval of Franchisee entering into a lease or other agreement in connection with the relocation of a Franchised Business, Franchisee and its Owners shall execute a General Release in a form attached as Exhibit 3 hereto, in favor of the Released Parties. In the event Franchisor grants Franchisee permission to relocate a Franchised Business location, Franchisee shall comply with the then-current site selection and construction procedures applicable to new franchisees at the time of the relocation.

(b) In the event that Franchisee's right to occupy a Franchised Business location terminates during the term of this Agreement through no fault of Franchisee and for a reason other than the expiration of a lease, Franchisee may relocate such Franchised Business location to another location approved by Franchisor within the Territory, provided: (i) Franchisee notifies Franchisor within ten (10) days after receiving notice that Franchisee's right to occupy such Franchised Business location will terminate; (ii) Franchisee complies with the then-current site selection and construction procedures applicable to new franchisees at the time of the relocation; (iii) upon such relocation, Franchisor update the Territory, Development Schedule and Location Schedule (Exhibit 2 hereto) setting forth the new location which shall thereafter be location for such Franchised Business; (iv) Franchisor, Franchisee and Franchisee's landlord execute a collateral assignment and assumption of lease agreement pertaining to the new location; and (v) Franchisee and its Owners execute a General Release in a form attached as Exhibit 3 hereto in favor of the Released Parties.

(c) In the event Franchisee relocates a Franchised Business locations for any reason: (i) Franchisor shall be under no obligation to expand or reduce the size and boundary of the Territory, designate a different geographical area as the Territory or extend the term of this Agreement; and (ii) Franchisee shall pay to Franchisor any costs and expenses incurred by Franchisor in assisting Franchisee to relocate a Franchised Business location, including but not limited to labor, out-of-pocket, salary and travel expenses, professional fees and demographic reports.

(d) Unless Franchisor agrees in writing, Franchisee shall be required to occupy and open for business such Franchised Business at the new location before closing the Franchised Business at the old location.

VI. DUTIES OF FRANCHISOR

6.1 Confidential Operating Manual

(a) Franchisor will loan Franchisee its Confidential Operating Manual, handbooks and other related materials, which may be amended from time to time by Franchisor during the term of this Agreement. The Confidential Operating Manual may consist of written materials, compact disks, computer software, electronic media, audiotapes, videotapes and digital video disks. The Confidential Operating Manual is designated a trade secret, is copyrighted and subject to the confidentiality agreements annexed hereto as Exhibit 6 (the "Confidentiality, Non-Use and Non-

Competition Agreement”) and Exhibit 7 (the “Confidentiality, Non-Use and Non-Competition Agreement Form”). Franchisee must execute the Confidentiality, Non-Use and Non-Competition Agreement and each employee to whom the Confidential Operating Manual is disclosed must execute the Confidentiality, Non-Use and Non-Competition Agreement Form.

(b) The Confidential Operating Manual describes the System Standards that Franchisor periodically prescribes for operating each Franchised Business and information on some of Franchisee’s obligations under this Agreement. Franchisee agrees to keep its copy of the Confidential Operating Manual current and in a secure location.

(c) Franchisee acknowledges and agrees that Franchisee will not disclose the Confidential Operating Manual in whole or in part, except as provided for herein and in accordance with the Confidentiality, Non-Use and Non-Competition Agreement (Exhibit 6), the Confidentiality, Non-Use and Non-Competition Agreement Form (Exhibit 7) and Section 9.1 below. Franchisee shall not copy, duplicate, record or otherwise reproduce the Confidential Operating Manual in whole or in part. In the event Franchisee copies, duplicates, records or otherwise reproduces the Confidential Operating Manual in whole or in part or otherwise is in default under the Confidentiality, Non-Use and Non-Competition Agreement, then Franchisor shall have the right to terminate this Agreement in accordance with Article XIV.

6.2 Training Program

(a) Franchisee acknowledges and agrees that it is necessary for the efficient operation of the Franchised Businesses that Franchisee or if Franchisee is an entity, its managing shareholder, member or partner who owns a majority of the voting and ownership interests in the Franchisee entity (the “Operating Principal”) and a manager receive such training as Franchisor may require. Accordingly, Franchisee agrees that Franchisee or its Operating Principal and a manager will attend and complete, to Franchisor’s satisfaction, Franchisor’s initial training program. Except as otherwise provided in this Agreement, the initial training program will be conducted by Franchisor at an affiliate-owned business or other location designated by Franchisor. Franchisor shall make available to Franchisee instructors and training materials for the initial training of such persons. All training materials provided are the property of Franchisor and are copyrighted. If Franchisee requests to complete any portion of the initial training in UAE, and Franchisor agrees to hold a portion of the initial training in the UAE, Franchisee shall be responsible for all travel costs and expenses of its staff while training in the UAE. Franchisor shall not require any portion of the initial training to be held in the UAE, but may, at Franchisor’s sole discretion, agree to a request from Franchisee to do so.

(b) Franchisor will provide initial training to up to three (3) people, Franchisee or its Operating Principal and at least one (1) manager on the material aspects of operating Franchisee’s first Franchised Business without charge for instructors and training materials, however Franchisee shall pay for or reimburse Franchisor for all of the Franchisor’s travel, lodging, meals and other reasonable living expenses incurred by the Franchisor during the travel

to and provision of the initial training program. Members of the Franchisor's senior management team fly either premium economy, business class or its equivalent. Lodging for all of the Franchisor's staff shall be a 4-star or greater hotel. If Franchisee would like other individuals to attend the initial training program, whether for the Franchisee's first Franchised Business or any subsequent one, and Franchisor agrees to provide initial training to them. Franchisee acknowledges and agrees that Franchisee shall pay for all travel, room and board and living expenses which Franchisee or its Operating Principal and Franchisee's employees incur as well as Franchisee's employees' wages and workers' compensation insurance while training. If Franchisor determines that Franchisee or its Operating Principal cannot complete initial training to Franchisor's satisfaction, Franchisor may terminate this Agreement.

(c) The initial training program will consist of up to fifteen (15) days of training for Franchisee or its Operating Principal and at least one additional manager (although the specific number of days depends on Franchisor's opinion of the experience and needs of Franchisee, its Operating Principal and/or manager) and will be conducted during the period that is 10 to 14 days prior to the date the Franchised Business is scheduled to commence operating to 7 to 10 days after the opening of the Franchised Business. The initial training program shall be held at the Franchised Business location.

(d) Franchisor may, but is not obligated to, provide training to Franchisee for any subsequent Franchised Business developed by Franchisee after the first Franchised Business. If Franchisor elects to do so, the exact duration of such training shall be mutually agreed upon by Franchisor and Franchisee.

(e) Franchisor also reserves the right to require Franchisee or its Operating Principal and/or previously trained employees to attend and complete, to Franchisor's satisfaction, training courses that Franchisor either periodically chooses to provide or otherwise may require for such Franchisee or its Operating Principal and/or previously trained employees at the times and locations that Franchisor designates. Franchisee shall pay for all travel, room and board, living expenses, employee wages and workers' compensation insurance during the supplemental training period. If Franchisor provides such supplemental training, Franchisee shall be charged Franchisor's then-current rate, which as of the date of this Franchise Agreement is \$200 per person, per day. Each year, upon written notice to Franchisee, Franchisor may increase this fee by an amount up to \$100 per person, per day, in the Franchisor's sole discretion.

(f) Franchisor may, in its sole discretion, provide Franchisee with periodic guidance regarding the operation of the Franchised Business. This periodic guidance may be provided individually or in a group setting and may be provided in person, via telephone, seminar, newsletter, bulletins, through an intranet or any other method selected by Franchisor.

(g) Franchisee understands and agrees that any specific ongoing training or advice Franchisor provides does not create an obligation (whether by course of dealing or otherwise) to continue to provide such specific training or advice, all of which Franchisor may discontinue and

modify from time to time.

6.3 Suppliers

(a) Franchisee must sell and offer for sale all goods, products and services required by Franchisor in the manner and style required by Franchisor. Franchisee must discontinue selling and offering for sale any products and services that Franchisor disapproves in writing at any time. Franchisor may require Franchisee to lease or purchase certain goods, services, supplies, materials, equipment (including computer hardware and software) and other products necessary to operate the Franchised Business exclusively from Suppliers (defined as designated or approved suppliers, vendors, manufacturers, printers, contractors and distributors who demonstrate to Franchisor's continuing reasonable satisfaction the ability to meet Franchisor's then current standards), which may be established and modified in Franchisor's sole discretion. Such Suppliers may include Franchisor and its affiliates. Franchisor may, in its sole discretion, provide Franchisee with a list of Suppliers for equipment, products and services necessary to operate the Franchised Businesses. Franchisor may, in its sole discretion, revise the approved list of Suppliers from time to time as Franchisor deems best, in its sole discretion. Franchisee acknowledges and agrees that Franchisor may also limit the sources of required products, materials, supplies and services to certain Suppliers, including Franchisor and/or its affiliates, in which case Franchisee would be required to acquire such products, materials, supplies and services only from those Suppliers. Franchisor may in its sole discretion, require Franchisee to purchase certain products exclusively from a certain Supplier which may be Franchisor or its affiliate, in which case Franchisee agrees and acknowledges that Franchisee will be obligated to purchase such designated products, materials, supplies and services only from the exclusive Supplier.

(b) In the event that Franchisee wants to independently source any products or services necessary to operate the Franchised Businesses from a party other than a Supplier, Franchisee must obtain Franchisor's prior written approval. Approval of a proposed supplier, vendor, manufacturer, printer, contractor or distributor proposed by Franchisee as a source of products and/or services ("Proposed Supplier") shall be granted in Franchisor's sole discretion. Franchisee shall be required to remit payment to Franchisor of the fee set forth in Section 4.5(e) herein. Franchisor is under no obligation to evaluate any Proposed Supplier. Franchisee must provide Franchisor with all information and product samples adequate to evaluate any Proposed Supplier. In the event Franchisor evaluates Franchisee's Proposed Supplier, Franchisor shall provide Franchisee with written notification of Franchisor's approval or disapproval of the Proposed Supplier within thirty (30) days of Franchisor's receipt of all information and product samples necessary to evaluate the Proposed Supplier. Franchisor may revoke its prior approval upon written notice to Franchisee. If approved, Franchisee's Proposed Supplier shall be thereafter be deemed a Supplier for purposes of this Agreement and any other agreement between Franchisee and Franchisor and/or its affiliates.

(c) Franchisor and its affiliates reserve the right to receive rebates, overrides or other consideration on account of Franchisee's purchases from any Supplier. Franchisor and its affiliates are not obligated to provide Franchisee with any material benefit as a result of receiving such

rebate, override or other consideration from any approved Supplier. Franchisee acknowledges and agrees that Franchisor and its affiliates have the right to collect any advertising, marketing, promotional or similar allowances paid by Suppliers who deal with the System and with whom Franchisor or its affiliates has an agreement to do so.

(d) Franchisor and its affiliates reserve the right to earn a profit on Franchisee's purchases from any Supplier, which may include Franchisor and/or its affiliates.

6.4 Pre-Opening Support

Before Franchisee opens a Franchised Business location for business, Franchisor shall provide the following assistance and services:

(a) Franchisor shall designate the Territory.

(b) Franchisor may, in its sole discretion, provide Franchisee with site criteria that may define the desired physical, demographic and geographic characteristics of any site proposed for a Franchised Business location.

(c) Franchisor shall review for approval Franchisee's architectural drawings for compliance with Franchisor's layout and design specifications only. If Franchisor does not disapprove of Franchisee's architectural drawings within thirty (30) days of its receipt, Franchisee's architectural drawings are deemed approved. Franchisor's review is not a guarantee or warranty that the architectural drawings comply with any codes, laws or regulations including but not limited to, zoning codes and compliance with the Americans with Disabilities Act or that they are competently drafted. Franchisee is responsible for such compliance.

(d) Franchisor shall review for approval Franchisee's lease or contract of sale for such Franchised Business location. Franchisee may not enter into a lease or contract of sale for such Franchised Business location without Franchisor's prior written consent.

(e) Franchisor or its designee may in Franchisor's sole discretion, conduct an on-site evaluation for each of the proposed sites for such Franchised Business provided that Franchisee has submitted to Franchisor in advance, all necessary information in the format Franchisor requires.

(f) Franchisor will provide Franchisee with initial training in accordance with Section 6.2 herein.

(g) Franchisor may in its sole discretion, conduct advertising, marketing, promotional and/or public relations activities in local, regional and national print publications as well as use Social Media Platforms and Social Media Materials to promote the System. Franchisor may in its sole discretion, design all business stationery, business cards, advertising plans and materials, marketing plans and materials, public relations programs, sales materials, signs, decorations and

paper goods (such materials whether created by Franchisor, Franchisee or any third-party are collectively defined as “Advertising Materials”) and Social Media Materials used in the System. Franchisor may in its sole discretion, provide standards for all Advertising Materials, Social Media Materials and use of Social Media Platforms. Franchisor shall make available approved Advertising Materials and Social Media Materials for use by franchisees.

(h) Franchisor may, in its sole discretion, review all Advertising Materials and Social Media Materials developed by Franchisee as well as requests to use Social Media Platforms for the purpose of determining its approval or disapproval of the proposed use. Franchisor reserves the right to rescind its approval of any Advertising Materials, Social Media Materials and/or use of any Social Media Platform at any time.

(i) Franchisor may assist Franchisee in developing Grand Opening Marketing, as defined herein. Franchisee is responsible for all funding relating to the Grand Opening Marketing.

(j) Franchisor may in its sole discretion, establish and enforce standards and specifications for the System.

(k) Franchisor may in its sole discretion, assist Franchisee in establishing such Franchised Business location and in obtaining equipment, including: (i) directing Franchisee in the purchase of the required kitchen equipment; (ii) directing Franchisee in the lease of the required computer equipment and software; and (iii) advising Franchisee in the purchase of a fax machine/printer/copier.

(l) Franchisor will loan a copy of the Confidential Operating Manual, handbooks and other related materials in hard copy, electronic copy or other versions.

(m) Franchisor may in its sole discretion provide Franchisee with a list of Suppliers, as revised from time to time.

(n) Franchisor may in its sole discretion provide Franchisee with a list of approved products as revised from time to time.

(o) Franchisor shall specify minimum policy limits for certain types of insurance coverage. Franchisee shall submit for Franchisor’s approval, which shall not be unreasonably withheld, any insurance policy prior to purchasing such policy. Franchisor may in its sole discretion, revise its insurance requirements for franchisees. Franchisor may in its sole discretion, require Franchisee to obtain additional or different insurance policies in accordance with Franchisor’s then-current insurance requirements for Franchisees.

(p) Franchisor shall provide Franchisee with a copy of Franchisor’s confidential recipes and/or preparation instructions. Franchisee must prepare all products in the exact manner and using the ingredients required by Franchisor in accordance with the recipes and preparation instructions provided by Franchisor. Franchisor reserves the right to amend, revise and/or change any of its recipes and preparation instructions and Franchisee shall be required to comply with all

such amendments, revisions and/or changes.

(q) Franchisor may permit additional trainees to attend the initial training program, whether for the Franchisee's first Franchised Business or any subsequent one.

6.5 Post-Opening Support

Subsequent to Franchisee's opening of each Franchised Business location:

(a) Franchisor shall invite Franchisee to attend any meetings with Franchisor personnel and other Filli Café owners if and when such meetings occur in Franchisor's sole discretion.

(b) Franchisor may in its sole discretion, conduct advertising, marketing, promotional and/or public relations activities in local, regional and national print publications as well as use Social Media Platforms and Social Media Materials to promote the System. Franchisor may in its sole discretion, design all Advertising Materials and Social Media Materials used in the System. Franchisor may in its sole discretion, provide standards for all Advertising Materials, Social Media Materials and use of Social Media Platforms. Franchisor shall make available approved Advertising Materials and Social Media Materials for use by franchisees.

(c) Franchisor may, in its sole discretion, review all Advertising Materials and Social Media Materials developed by Franchisee as well as requests to use Social Media Platforms for the purpose of determining its approval or disapproval for the proposed use. Franchisor reserves the right to rescind its approval of any Advertising Materials, Social Media Materials and/or use of any Social Media Platform at any time.

(d) Franchisor may in its sole discretion, establish and enforce the System Standards.

(e) Franchisor may provide periodic counseling to Franchisee in the operation of each Franchised Business. Such periodic counseling may be provided individually or in a group setting. Such periodic counseling may be provided in person, or via telephone, seminar, newsletters, bulletins, through an intranet or any other method selected by Franchisor.

(f) Franchisor may provide Franchisee with field support services, subject to the availability of Franchisor's trained personnel.

(g) Franchisor shall loan a copy of the Confidential Operating Manual, handbooks and other related materials in hard copy, electronic copy or other versions.

(h) Franchisor may in its sole discretion, provide Franchisee with a list of Suppliers, as revised from time to time.

(i) Franchisor may in its sole discretion, provide Franchisee with a list of approved products and services as revised from time to time.

(j) Franchisor shall provide Franchisee with a copy of Franchisor's confidential recipes and/or preparation instructions. Franchisee must prepare all products in the exact manner and using the ingredients required by Franchisor in accordance with the recipes and preparation instructions provided by Franchisor. Franchisor reserves the right to amend, revise and/or change any of its recipes and preparation instructions and Franchisee shall be required to comply with all such amendments, revisions and/or changes to the recipes.

(k) Franchisor may in its sole discretion provide Franchisee with additional guidance as to the operation of each Franchised Business regarding, but not limited to: (i) new products, services and/or methods developed for the System; (ii) the purchase and use of supplies, uniforms, equipment and products; (iii) the formation and implementation of marketing, advertising and promotional programs; (iv) maintenance of Franchisee's financial and accounting records; (v) other general operating issues Franchisee may encounter.

(l) Franchisor may provide supplemental training, at times Franchisor may require, from to time. Franchisor may charge a fee for such supplemental training, as per Section 6.2(d) above.

6.6 Filli Café Brand Fund

(a) Franchisor may in its sole discretion establish a Brand Fund for the purpose of enhancing and promoting the good will and public image of the System. There is currently no brand fund established. If a Brand Fund is established, franchisee, company and/or affiliate-owned businesses may, but are not required to, contribute to the Brand Fund.

(b) If established the Brand Fund will be administered by Franchisor or by its designee. Any unused funds in any fiscal year will be applied to the following fiscal year's Brand Fund, and Franchisor reserves the right to contribute or loan additional funds to the Brand Fund on any terms it deems reasonable. Since the Brand Fund is not audited, Franchisor will not make audited financial statements available to Franchisee. Franchisor will, upon Franchisee's written request, provide once a year within one hundred twenty (120) days after the end of the fiscal year, an un-audited accounting for the Brand Fund that shows how the Brand Fund proceeds have been spent for the previous year. Franchisor shall not be required to provide any other periodic accounting of how the Brand Fund is spent.

(c) Franchisor or its designee will administer the Brand Fund with sole discretion over all operational and advertising decisions including: (i) the creative concepts, materials, endorsements and media used in connection with such programs (which may include television, radio, print and Internet advertising, maintenance of a website and use of Social Media Platforms as funds permit); (ii) the source of the advertising, marketing, promotional or public relations efforts (which may be in-house or through an outside agency located locally, regionally or nationally); (iii) the placement and allocation of such programs (which will be local, regional or national); and (iv) the composition of all geographic territories and market areas for the development and implementation of such programs.

(d) The Brand Fund may be used: (i) to create and implement Advertising Materials and Social Media Materials, in any form that Franchisor may, in its sole discretion, determine; (ii) to assist franchisees in developing Advertising Materials and Social Media Materials and using Social Media Platforms; (iii) in connection with radio, television, print, Internet advertising, sports and cable programs, or other forms of production and media as well as Social Media Platforms; (iv) to review any and all locally produced Advertising Materials and Social Media Materials; (v) for purposes of website design and maintenance and for search engine optimization; (vi) to use Social Media Platforms and develop Social Media Materials; (vii) to conduct market research; (viii) to undertake sponsorships; (ix) to pay related retainers; (x) to conduct customer surveys, customer interviews and mystery shopper inspections of the System as well as competitors; (xi) to retain celebrities for endorsement purposes; (xii) to pay for membership dues to associations such as the International Franchise Association, National Association and state restaurant associations; and (xiii) to establish a third-party facility to customize Advertising Materials and Social Media Materials.

(e) The Brand Fund will not be used primarily by Franchisor to advertise and promote the sale of franchises. Franchisor intends the Brand Fund to maximize recognition of the Principal Trademarks and patronage of the System in any manner Franchisor determines will be effective, including to expenditures related to the development and maintenance of the Filli Café website and direct mail programs. Franchisor may structure the organization and administration of the Brand Fund in any way it determines best benefits the System. Franchisor will attempt to spend monies in the Brand Fund in such a way as to provide benefits to all participating franchisees, but there is no guaranty that Franchisee will benefit pro rata or at all from its Brand Fund Contributions. Franchisor need not ensure that Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to Brand Fund Contributions by Filli Café franchisees operating in that geographic area. The Brand Fund will not be used to advertise and promote any individual Franchised Business, except to benefit the System as determined in Franchisor's sole discretion.

(f) Franchisee further acknowledges and agrees that the Brand Fund may be used to duplicate, print and purchase logo items, including but not limited to Advertising Materials and Social Media Materials to be resold to Filli Café franchisees and any profits from such sales shall be paid to the Brand Fund.

(g) Franchisor will account for the Brand Fund separately from its other funds and not use the Brand Fund for any of its general operating expenses. However, the Brand Fund may be used to pay the reasonable salaries and benefits of personnel who manage and administer the Brand Fund, the Brand Fund's other administrative costs, travel expenses of personnel while they are on Brand Fund business, meeting costs, overhead relating to the Brand Fund business, costs related to maintaining the Franchisor website and other expenses incurred in activities reasonably related to administering or directing the Brand Fund and its programs including without limitation, conducting market research, public relations, preparing Advertising Materials and Social Media

Materials and collecting and accounting for Brand Fund Contributions. Any Advertising Materials and Social Media Materials developed by use of the Brand Fund will be made available to Franchisee at cost.

(h) If established, the Brand Fund will not be Franchisor's asset. Although the Brand Fund is not a trust, Franchisor will hold all Brand Fund Contributions for the benefit of the contributors and use the Brand Fund Contributions only for the purposes described in this Section 6.6. Franchisor does not owe any fiduciary obligation to Franchisee for administering the Brand Fund or for any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund Contributions in that year, borrow from Franchisor or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. The Brand Fund will use all interest earned on Brand Fund Contributions to pay costs before using the Brand Fund's other assets. Franchisor reserves the right to establish an advisory council or subcommittee for advertising, which if established would only have advisory responsibilities and authority.

(i) Franchisor has the right, but not the obligation, to use collection agents and institute legal proceedings to collect Brand Fund Contributions at the Brand Fund's expense. Franchisor also may forgive, waive, settle or compromise all claims by or against the Brand Fund. Except as expressly provided in this subsection, Franchisor assumes no direct or indirect liability or obligation to Franchisee for collecting amounts due to, maintaining, directing or administering the Brand Fund.

(j) Franchisor may at any time defer or reduce Franchisee's Brand Fund Contribution rate. Franchisor may terminate (and if terminated, reinstate) the Brand Fund. If Franchisor terminates the Brand Fund, Franchisor will distribute all unspent monies to its Franchisees and affiliates in proportion to their respective Brand Fund Contributions during the preceding twelve (12) month period.

VII. DUTIES OF FRANCHISEE

7.1 Commencement of Operations

(a) Franchisee shall commence operation of the Franchised Business no later than nine (9) months after the Effective Date, unless otherwise provided herein. Franchisee shall be obligated to commence operations of each subsequent Franchised Business no later than the applicable date set forth in the Development Schedule in Exhibit 2. The Commencement Date shall mean the date Franchisee begins operating the Franchised Business. Prior to the Commencement Date, Franchisee must obtain Franchisor's written approval to commence operation of such Franchised Business and have complied with the provisions of this Agreement, the System Standards, the Confidential Operating Manual and other requirements of Franchisor, including but not limited to the following:

(i) Franchisee has obtained all the necessary licenses and permits, and has

complied with all laws applicable to such Franchised Business and must furnish to Franchisor, evidence of such, including copies of all permits and certifications as may be required for lawful operation of such Franchised Business; copies of any building inspection reports; and certification from all governmental authorities having jurisdiction over such Franchised Business location indicating that all necessary permits have been obtained and all requirements for construction and operation have been met.

(ii) Franchisee or its Operating Principal and any other person Franchisor designates must have completed training to Franchisor's satisfaction.

(iii) Franchisee has delivered to Franchisor copies of the required insurance policies, licenses and other documents reasonably requested by Franchisor.

(iv) Franchisee has paid all amounts due to Franchisor.

(v) Franchisee has executed all agreements required for the opening of such Franchised Business including this Joinder (if applicable), any lease for the Franchised Business location and any other agreements required by Franchisor.

(vi) Franchisee is not in default under any agreement with Franchisor, its affiliates or any third-party.

(b) If Franchisee fails to open the first Franchised Business within nine (9) months from the Effective Date of the Franchise Agreement, fails to open any subsequent Franchised Business by or before the applicable date set forth in the Development Schedule (Exhibit 2) and fails to obtain a written extension of time from Franchisor, which extension Franchisor may decline or give in its sole discretion, Franchisor may in its sole discretion, terminate this Agreement as provided for in Section 14.4 herein, or exercise its rights to effectuate a Partial Termination.

7.2 Compliance with the Confidential Operating Manual

(a) Franchisee agrees and acknowledges that the Confidential Operating Manual shall be deemed to have been incorporated by reference into this Agreement. To protect the reputation and goodwill of Franchisor and to maintain high standards of operation for the System, Franchisee expressly agrees to conduct each Franchised Business in accordance with the Confidential Operating Manual, other written directives that Franchisor may issue from time to time and any other manuals and materials created or approved for use in the operation of the Franchised Businesses.

(b) Franchisor may from time to time revise the contents of the Confidential Operating Manual and the contents of any other manuals and materials created or approved for use in the operation of the Franchised Businesses. Franchisee expressly agrees to comply with each new or modified standard. Franchisee shall at all times ensure that the Confidential Operating Manual is kept current and up-to-date. In the event of any dispute as to the contents of the Confidential Operating Manual, the terms of the master copy of the Confidential Operating Manual maintained

by Franchisor at Franchisor's corporate office will control.

(c) If Franchisee's copy of the Confidential Operating Manual is lost, destroyed or significantly damaged, Franchisee shall obtain a replacement copy of the Confidential Operating Manual from Franchisor and shall pay Franchisor its then-current fee for the replacement copy.

(d) Franchisee shall at all times treat the Confidential Operating Manual, any written directives of Franchisor and any other manuals and materials and the information contained therein, as confidential and shall maintain such information as a trade secret and confidential in accordance with the terms of the Confidentiality, Non-Use and Non-Competition Agreement. Franchisee agrees and acknowledges that the Confidential Operating Manual and the contents thereof, in whatever form existing, are and shall at all times remain the property of the Franchisor and the copyrighted work of the Franchisor. Franchisee further agrees and acknowledges that the Confidential Operating Manual and the contents thereof may not be reproduced, copied, used (except in accordance with this Agreement) or disseminated in any manner whatsoever and Franchisee shall immediately return all copies of the Confidential Operating Manual in its possession to Franchisor upon Franchisor's request.

7.3 Management Requirements

Each Franchised Business shall at all times be under the direct, on-premises supervision of Franchisee, its Operating Principal or a manager previously approved by Franchisor in writing and not thereafter disapproved and who has completed all training required herein to Franchisor's satisfaction. During the term of this Agreement, Franchisee, its Operating Principal and any manager are prohibited from actively participating in any other business during the required hours of operation of the Franchised Businesses without the prior approval of the Franchisor, which may be given or denied in Franchisor's sole discretion. Franchisee agrees that it will at all times faithfully, honestly and diligently perform its obligations hereunder and that it will not engage in any business or other activities that will conflict with its obligations hereunder. Franchisee shall maintain a competent, conscientious, trained staff who are of the highest caliber in a manner which shall be detailed in the Confidential Operating Manual or otherwise in writing by Franchisor.

7.4 Refurbishing and Remodeling Requirements

Franchisee acknowledges and agrees that Franchisor may require Franchisee remodel one or more Franchised Business locations, as a condition for entering into a successor franchise agreement, to the then-current design of a Filli Café business as described in the Confidential Operating Manual. Nothing herein shall prohibit Franchisee from electing to refurbish or remodel a Franchised Business more frequently than as stated above, if Franchisee elects to do so. Franchisee shall remodel such Franchised Business locations within ninety (90) days from notice to comply with modified System Standards. Franchisee agrees and acknowledges that additional investment will be required to remodel the Franchised Business locations. Franchisee further agrees and acknowledges that maintenance and repairs of the Franchised Business locations will be necessary from time to time to meet the then current System Standards and that compliance

with such System Standards shall not be considered to be a remodel of such Franchised Business locations, regardless of the cost of such compliance. To that end, Franchisee acknowledges and agrees that Franchisor may require Franchisee to refurbish one or more Franchised Business locations at a cost of at least \$2,500 per location per year, but not to exceed the sum of \$7,500 per location per year, to maintain and/or make repairs to each Franchised Business location to ensure that the same complies with the then-current System Standards.

7.5 System Standards

(a) Franchisee agrees to maintain the condition and appearance of each Franchised Business location consistent with the System Standards. Franchisee agrees to effectuate such reasonable maintenance of each Franchised Business location as Franchisor from time to time requires, to maintain equipment or improve the appearance and efficient operation of each Franchised Business location. If at any time in Franchisor's judgment the general state of repair or appearance of each Franchised Business location, uniforms of service personnel or décor does not meet Franchisor's standards, Franchisor shall so notify Franchisee, specifying the action to be taken by Franchisee to correct such deficiency. If Franchisee fails or refuses to initiate and complete within ten (10) days after receipt of such notice a bona fide program to complete any required maintenance, Franchisor shall have the right, in addition to all other remedies, to enter upon the premises of such Franchised Business location and effectuate such maintenance on behalf of Franchisee and Franchisee shall pay all costs thereof on demand.

(b) Franchisor periodically may modify its System Standards, which may accommodate regional or local variations, and these modifications may obligate Franchisee to invest additional capital in such Franchised Business location and/or incur higher operating costs. Franchisee agrees to implement any changes in mandatory System Standards within the time period Franchisor requests as if the same were a part of this Agreement.

(c) Under no circumstances may Franchisee operate any business from a Franchised Business location other than the Franchised Business. Under no circumstances may Franchisee place any signage other than System signage at, in or on any Franchised Business location.

7.6 Franchisor's Right to Inspect and Audit the Franchised Business

(a) To determine whether Franchisee is in compliance with this Agreement and all mandatory System Standards, Franchisor and its designated agents or representatives may at all times and without prior notice to Franchisee:

- (i) inspect one or more of the Franchised Business locations;
- (ii) photograph the Franchised Business location and observe and videotape its operation for consecutive or intermittent periods as Franchisor deems necessary;

(iii) remove samples of any products and supplies from any one or more Franchised Business locations;

(iv) interview personnel and customers of one or more Franchised Business; and

(v) inspect and copy any books, records, sales and income tax records and returns, documents relating to one or more Franchised Business and records relating to Franchisee's customers, clients, suppliers, employees and agents.

(b) If Franchisor exercises any of these rights, Franchisor will not interfere unreasonably with the operation of the Franchised Businesses.

(c) Franchisee agrees to cooperate fully with Franchisor, Franchisor's representatives and/or independent accountants in any inspection and/or audit of books and records.

(d) Franchisee agrees to present to customers of the Franchised Business the evaluation forms that Franchisor periodically prescribes and to participate and/or request customers to participate in any surveys performed by or for Franchisor.

7.7 Local Marketing and Advertising

(a) Franchisee is currently required to spend a minimum of two percent (2%) of Franchisee's Gross Revenues of the preceding calendar quarter toward local advertising, marketing and promotional programs ("Local Advertising"). Local Advertising expenditures is based upon an annual plan submitted to Franchisor for approval and will not necessarily have a mandated expenditure per each month of the year. Upon request, Franchisee must submit an itemized report documenting proof of expenditures to Franchisor, in a form Franchisor may, in its sole discretion, require. Upon discovery of Franchisee's non-compliance with its Local Advertising requirements, Franchisor may demand that Franchisee increase its Local Advertising expenditures, or may require that the Franchisee remit the underspent amount to the Franchisor or an affiliate to be spent toward advertising, marketing and promotional programs for the benefit of the Franchisee and/or the System, in the Franchisor's sole discretion. The required Local Advertising spend for the first quarter shall be an estimate. Any discrepancy between the amount spent for the first quarter and the amount equal to two percent (2%) of Gross Revenues for the first quarter shall be credited against or added to the amount due for the second quarter. Franchisee may choose to spend than the required amount toward Local Advertising. All marketing will be conducted as set forth in the Confidential Operating Manual and in an approved annual marketing plan. Costs and expenditures Franchisee incurs for any of the following are excluded from Franchisee's required Local Advertising:

(i) salaries and expenses of Franchisee's employees, including salaries or expenses for attendance at advertising meetings or activities;

(ii) in-store materials consisting of fixtures or equipment; and

(iii) seminar and educational costs and expenses of Franchisee's employees.

(b) Franchisee, at its expense, is required to obtain and maintain at each Franchised Business location all Advertising Materials as Franchisor may from time to time require for comparable Filli Café business.

(c) If required, all Advertising Materials, Social Media Materials and other items Franchisor designates must bear the Principal Trademarks in the form, color, location and manner Franchisor prescribes and must meet all of Franchisor's standards and requirements. Franchisee's Advertising Materials and Social Media Materials must be conducted in a dignified manner and conform to Franchisor's standards as stated in the Confidential Operating Manual or otherwise.

(d) Franchisee must obtain Franchisor's written approval (i) before Franchisee uses any Advertising Materials and Social Media Materials if Franchisor has not prepared or approved such materials within the previous twelve (12) months; and (ii) before Franchisee initially uses any Social Media Platform. Franchisee must submit all unapproved Advertising materials, Social Media Materials and requests to use Social Media Platforms to Franchisor via certified mail or electronic mail. Franchisor will approve or disapprove such request within ten (10) days after submission. If Franchisee does not receive written approval within ten (10) days after submission, the request shall be deemed denied. Franchisor may withhold its approval of any Advertising Materials, Social Media Materials or Social Media Platform for any reason and no reason at all. Franchisee may not use any unapproved Advertising Materials, Social Media Materials or Social Media Platform. Franchisor has the right to revoke its prior approval of any Advertising Materials, Social Media Materials and Social Media Platform. Franchisee must promptly discontinue use of any Advertising Materials, Social Media Materials or Social Media Platform whether or not previously approved, on notice from Franchisor. Franchisor has the right to require Franchisee to stop, revise, delete or remove any objectionable Social Media Material from any Social Media Platform, as determined by Franchisor in its sole discretion, including but not limited to any previously approved Social Media Material. Franchisor has the right to access Franchisee's Social Media Platform accounts to stop, revise, delete or remove any objectionable Social Media Material from any Social Media Platform, as determined by Franchisor in its sole discretion, including but not limited to any previously approved Social Media Material. Franchisee is required to give Franchisor its usernames, passwords, account information and all other information Franchisor may require in connection with Franchisee's use of Social Media Platforms upon Franchisee's initial use of a Social Media Platform and immediately upon Franchisor's request.

(e) Franchisee may request permission to use a Social Media Platform on an ongoing basis on a specified theme or topic related to the Franchised Businesses. Franchisor may, in its sole discretion, grant such consent, which remains subject to Franchisor's unconditional right to withdraw consent and require removal and deletion of any objectionable Social Media Material. In the event Franchisor grants such consent, individual entries of Social Media Material on that topic alone would not require pre-approval to be made until such time as that consent is withdrawn.

(f) All Advertising Materials, Social Media Materials and Social Media Platforms must indicate that Franchisee is operating each Franchised Business as an independent franchisee of Franchisor.

(g) Franchisee shall not employ any person to act as a representative of Franchisee in connection with local promotion of the Franchised Business in any public media without the prior written approval of Franchisor.

(h) In addition to the Local Advertising requirements, Franchisee is required to spend between \$10,000 and \$15,000 for Grand Opening Marketing for each Franchised Business developed under this Agreement. The Grand Opening Marketing requires Franchisee to present such Franchised Business to the community through the execution of a plan of scheduled advertising, marketing and public relations. The Grand Opening Marketing expenditures will commence ninety (90) days prior to opening of such Franchised Business and continue through sixty (60) days after the opening of such Franchised Business. Franchisor may assist Franchisee in developing a plan for Market Introduction.

7.8 Accounting and Records

Franchisee must maintain all financial, sales, accounts, books, data, licenses, contracts, product supplier invoices, management reports and records for a period of seven (7) years or longer as required by government regulations.

7.9 Reporting Requirements

(a) Franchisee will be required to submit financial reports each week to Franchisor indicating the Gross Revenues derived from Franchisee's operation of each Franchised Business for the previous week or as required by Franchisor in the Confidential Operating Manual or otherwise in writing. During the first twelve (12) months of operation, Franchisee shall submit a monthly balance sheet and profit and loss statement within thirty (30) days after each month. Franchisee shall also submit annual balance sheets and profit and loss statements to Franchisor within one ninety (90) days after the end of Franchisee's fiscal year. All reports required herein shall be signed by Franchisee and certified in writing by Franchisee to be accurate. In addition, upon the request of Franchisor, Franchisee shall compile and provide to Franchisor any report that Franchisor may reasonably request for purposes of evaluating or promoting the System in general.

(b) Franchisee shall insure that Franchisor shall have access to Franchisee's daily and to-the-minute financial reports, statements and accounts through Franchisee's point of sale ("POS") system. Franchisee shall be required to process all of its sales through the POS system. If Franchisee's POS system has inventory data management and control functions, Franchisee shall also be required to enter and/or record all inventory purchases through its POS system.

(c) Franchisor shall have the right to disclose the data contained within and any data derived from Franchisee's reports, in Franchisor's sole discretion. All such information derived

from or pertaining to each Franchised Business shall be the property of Franchisor and Franchisor shall have the right to use such information in any manner that it deems appropriate without compensation to Franchisee.

(d) Unless required due to Franchisee's underreporting, there are no requirements for audited financial statements.

(e) Franchisee will be required, as specified in the Confidential Operating Manual, to provide all reports to Franchisor in the format specified in the Confidential Operating Manual including Franchisor's specified chart of accounts.

7.10 Use of Operating Assets

Franchisee agrees to use in operating the Franchised Businesses only those fixtures, furniture, equipment (including kitchen equipment, credit card clearing service equipment, computer with high-speed internet connection and facsimile), furnishings and signs (collectively, the "Operating Assets") that Franchisor designates or approves for each Franchised Business as meeting its specifications and standards for quality, design, appearance, function and performance. Franchisee agrees to place or display at each Franchised Business (interior and exterior) emblems, lettering, logos and display materials that Franchisor approves from time to time. Franchisee agrees to purchase or lease approved brands, types or models of Operating Assets only from designated or approved Suppliers (which may include or be limited to Franchisor and/or its affiliates).

7.11 Computer Software, Hardware and Point of Sale System

(a) For each Franchised Business, Franchisee must obtain and maintain a computer that will host the POS system required by Franchisor. Franchisor may in its sole discretion, require Franchisee to lease only a Franchisor approved POS system and only from a Supplier. Franchisee must obtain and maintain computer equipment and software, including administrative software and accounting software that meets Franchisor's specifications and is compatible with and acceptable by Franchisor's central accounting system. Franchisor may, in its sole discretion, specify the make, model and/or type of the computer equipment, software and POS system, including back office and point of sale systems, data, voice, audio and video storage, retrieval and transmission systems, cash register systems, security systems, printers and other peripheral devices, archival back-up systems and Internet access mode and speed ("Computer System"). If Franchisor specifies the make, model or type of any part of the Computer System, Franchisee may not utilize any alternate manufacturer, brand or distributor of any part of the Computer System without Franchisor's prior written approval. Franchisee may not install additional software to its Computer System without Franchisor's written approval. Franchisee agrees and acknowledges that only personnel trained by Franchisor or Franchisee shall operate the POS system. Franchisor

requires Franchisee to maintain a high-speed connection to the Internet. Franchisor may require Franchisee to utilize specified Internet providers or communications software as Franchisor may determine.

(b) Franchisor may, in its sole discretion, require Franchisee to use hardware and software, including administrative software, which accommodates an online system that gives Franchisor access to Franchisee's records via the Internet. If Franchisor elects to gain access to Franchisee's records via the Internet, Franchisee must allow Franchisor to establish and maintain communication with Franchisee's Computer System via a dedicated data transmission line such as a high-speed internet connection to retrieve information, including but not limited to sales data and financial data. All such information derived from or pertaining to the Franchised Businesses shall be the property of Franchisor and Franchisor shall have the right to use such information in any manner that it deems appropriate without compensation to Franchisee. This equipment and related software must be purchased and installed in accordance with Franchisor's specifications as may be provided in the Confidential Operating Manual or otherwise by Franchisor in writing. Franchisee must provide Franchisor with any user identification and/or password necessary for Franchisor to gain access via the Internet to Franchisee's Computer System and the records contained therein.

(c) Franchisor or a designated third-party may design, update and host the Filli Café website which will contain the location and telephone number of each Franchised Business. Franchisor will approve or disapprove and execute any and all changes to the website and to Franchisee's information. Franchisee will not have any right to update, upgrade, amend or host the website. Franchisee may provide Franchisor with updated photographs or such items as news and events, promotions and specials, which Franchisor may incorporate into the System website. The Filli Café website will contain information on the services provided by the Franchisor. The Filli Café website may also contain information on the awards and achievements of Franchisor, its affiliates, any company-owned, affiliate-owned or licensee-owned business and any franchisee. The website and its content will be updated based upon Franchisor's judgment of what is appropriate; all changes, deletions and additions are at Franchisor's sole discretion. Franchisee shall not, without the prior written approval of Franchisor, create, establish, operate or otherwise utilize an Internet web page for each Franchised Business. Franchisee may not establish or maintain any website for any of its Franchised Businesses. Nor may Franchisee use the Principal Trademarks or Franchisor's other proprietary information on the Internet other than in accordance with the System Standards. Franchisor reserves the right to require Franchisee or any hosting service to remove unauthorized websites that contain the Principal Trademarks. Franchisee must assist Franchisor in removing such sites.

(d) Franchisee shall have no rights to market any products or services on the Internet without Franchisor's prior written consent and it is unlikely at this time that such consent shall be granted. Franchisee shall be required to comply with Franchisor's policies and programs concerning search engine optimization.

(e) Franchisee may be assigned an email address for each Franchised Business locations (or one email address for all of its Franchised Business locations). If Franchisee is assigned an email address, Franchisee must use only this email address to conduct the business of such Franchised Business. To the extent the e-mail address contains the name “Filli Café” or any other proprietary designation, Franchisee will only be able to use it as specified by Franchisor and Franchisee will immediately cease use of it when Franchisor so requires.

(f) Franchisee must maintain, upgrade and update the Computer System, including administrative software, the POS system and Internet service providers or other communications system during the term of this Agreement, as Franchisor determines without limitation, at Franchisee’s expense. Franchisee is solely responsible for protecting itself from viruses, computer hackers and other computer-related problems and Franchisee may not assert any claims against Franchisor or its affiliates for any harm caused by such computer-related problems.

7.12 Insurance

(a) Prior to Franchisee opening each Franchised Business to be developed hereunder, Franchisee must obtain insurance coverage for such Franchised Business in at least the amounts specified below. This insurance coverage must be maintained during the term of this Agreement and must be obtained from a responsible carrier or carriers rated “A-” or better by A.M. Best & Company, Inc. and be approved by Franchisor. The insurance coverage must include the following:

(i) Commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability as well as \$5,000 for medical expenses per person, \$100,000 for damage to rented premises, and \$1,000,000 personal & advertising injury liability; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate. Coverage must be at least as broad as the ISO Commercial General Liability Coverage Form CG 00 01 04 13. Any endorsements added to the policy must be reviewed and approved by Franchisor “All risk” insurance in the minimum amount of \$2,000,000 covering fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage under the ISO “Special Causes of Loss” form, for the full replacement value of all Franchisee’s property or equipment of any nature located at, on, in or about such Franchised Business or in any ways used in the operation of such Franchised Business, including all contents, signs and glass, plus a fire department service charge of up to \$15,000, debris removal of up to \$25,000, pollutant removal of up to \$10,000, with a deductible of not more than \$500.

(ii) Property insurance in an amount adequate to cover the full replacement value of all property or equipment of any nature located at, on, in or about such Franchised Business or in any way used in the operation of such Franchised Business, including all contents, signs, glass and tenant improvements and betterments. The policy must cover all perils of direct

physical loss or damage as would be covered under ISO Causes of Loss - Special Form (CP 10 30 09 17.) Equipment Breakdown coverage should be added by endorsement or by a separate coverage part. Depending on the location of such Franchised Business, Flood and/or Earthquake insurance may also be required. A deductible of no more than \$1,000 shall apply.

(iii) An excess liability or umbrella policy with a limit of not less than \$1,000,000. The policy must include the commercial general liability, business auto liability and employers liability coverages on the schedule of underlying insurance.

(iv) Workers' compensation insurance or similar insurance as required by the law of the state or jurisdiction in which such Franchised Business is located and as required by the law of the state in or jurisdiction in which Franchisee and/or its Owners reside if Franchisor allows Franchisee to work remotely from a state outside of the state in which such Franchised Business is located. This insurance must be maintained for trainees, as well as for those employed or engaged in the operation of the Franchised Business. Employers Liability coverage should be included with limits of \$1,000,000 bodily injury each accident, bodily injury by disease each employee and bodily injury by disease policy limit.

(v) Crime (inside/outside money and securities) and employee dishonesty insurance with minimum per occurrence coverage of \$10,000.

(vi) Business income and extra expense insurance to cover Franchisee's net income, continuing normal operating expenses and extra expenses, and to cover any amounts due and owing to Franchisor under the Franchise Agreement (including, in the case of a casualty or loss, royalties and other fees Franchisor would have received had the casualty or loss not occurred or any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates, in an amount adequate to cover net income, continuing normal operating expenses and extra expenses for a minimum of twelve (12) months.

(vii) Automobile liability coverage, including coverage for owned, non-owned and hired vehicles with coverage in an amount not less than \$1,000,000 combined single limit.

(viii) Employment practices liability insurance covering claims made by Franchisee's employees or potential employees including, but not limited to discrimination, wrongful termination, sexual harassment and other employment related claims. Coverage for claims by third parties for discrimination and harassment must be included. A policy limit of \$1,000,000 is required.

(ix) Cyber liability coverage per occurrence of not less than \$1,000,000.

(x) Liquor liability coverage per occurrence of not less than \$1,000,000. If Franchisee's General Liability policy has a liquor exclusion, and Franchisee hosts parties and events allowing customers to bring and consume liquor on the premises of the Franchised Business, Franchisee is required to acquire an event policy for each event. Franchisee must speak with its insurance carrier.

(xi) Any insurance required by law in the state or locality in which the Franchised Business will operate.

(b) For any construction, renovation, remodeling or build-out of a Franchised Business, Franchisee must maintain builder's risk insurance written by a carrier or carriers satisfactory to Franchisor. The Commercial General Liability policy must include coverage for these construction, renovation, remodeling or build-out operations. Contractors hired to perform work on the premises of such Franchised Business must have their own insurance policies in amounts satisfactory to Franchisor and must include Franchisor as additional insureds on each of their policies.

(c) Franchisee may, with Franchisor's prior written consent, elect to have reasonable deductibles under the coverage required above. All of the policies must name Franchisor, its affiliates and the respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of Franchisor and its affiliates as additional insureds and must include a waiver of subrogation in favor of all parties.

(d) Franchisee must provide Franchisor with written proof in the form of Accord certificates or as otherwise required by Franchisor of Franchisee's proposed insurance policies and quote forms reflecting the above required insurance policies no later than thirty (30) days prior to the date of which Franchisee intends to open such Franchised Business. Upon Franchisor's approval of the insurance policies, Franchisee must provide Franchisor with written proof of Franchisee's purchase of the above required insurance policies no later than ten (10) days prior to the opening of such Franchised Business. Franchisee must provide Franchisor with proof of Franchisee's continued insurance coverage no later than thirty (30) days before the expiration of Franchisee's insurance policies. For purposes hereof, proof of purchase of insurance and/or continued insurance coverage shall include written evidence of insurance issued by the insurance company to Franchisee showing compliance with the above requirements. In the event that Franchisee fails to purchase the required insurance, Franchisor may, in its sole discretion pay for the required insurance policies on behalf of Franchisee. Franchisor reserves the right to charge Franchisee a reimbursement fee equal to Franchisor's expenditures in paying for Franchisee's required insurance policies. Franchisee's insurance policies will in no way be limited in any way by any insurance policy maintained by Franchisor.

(e) Franchisor may in its sole discretion, revise its insurance requirements for franchisees. Franchisor may in its sole discretion, require Franchisee to obtain additional or different insurance policies in accordance with Franchisor's then-current insurance requirements for Franchisees.

(f) Franchisee may not reduce any insurance limit, restrict any insurance coverage or cancel any insurance policy without Franchisor's written consent. Franchisee may alter, amend or upgrade any insurance policy without Franchisor's written consent provided that Franchisee maintains the minimum insurance required and Franchisee provides Franchisor with notice of such alteration, amendment or upgrade to the insurance coverage upon the issuance of such coverage.

(g) Franchisee shall require its insurance providers to provide written notice to Franchisor in advance of any alteration, amendment, upgrade, termination or expiration of any insurance policy maintained by Franchisee.

(h) Franchisee agrees and acknowledges that Franchisor's review of and/or consent to any of Franchisee's insurance policies is solely for Franchisor's benefit and is not a guaranty that Franchisee's insurance coverage is sufficient. Franchisee further agrees and acknowledges that it is solely responsible for determining whether or not its insurance coverage is sufficient for such Franchised Business.

7.13 Indemnification

(a) Franchisee shall indemnify, defend and hold harmless Franchisor, its affiliates and the respective shareholders, officers, directors, employees, agents, successors and assignees of Franchisor and its affiliates (the "Indemnified Parties") against and reimburse any one or more of the Indemnified Parties for all claims, obligations and damages arising directly or indirectly from the operation of the Franchised Businesses or Franchisee's breach of this Agreement, including without limitation those alleged to be or found to have been caused by the Indemnified Party's negligence or willful misconduct, unless (and then only to the extent that) the claims, obligations or damages are determined to be caused solely by Franchisor's gross negligence or willful misconduct in a final, un-appealable ruling issued by a court or arbitrator with competent jurisdiction. This provision shall survive termination and expiration of this Agreement.

(b) For purposes of this Section 7.13 and Franchisee's indemnification, "claims" include all obligations, damages (actual, consequential or otherwise) and costs that any Indemnified Party incurs in defending any claim against it, including without limitation fees incurred for accountants, arbitrators, attorneys and expert witnesses, costs of investigation and proof of facts, court costs, travel and living expenses and other expenses of litigation, arbitration or alternative dispute resolution. Each Indemnified Party may defend any claim against it at Franchisee's expense and agree to settlements or take any other remedial, corrective or other actions. This indemnity will continue in full force and effect subsequent to 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 and expenses, in order to maintain and recover fully a claim against Franchisee under this subsection. Franchisee agrees that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from Franchisee under this subsection.

7.14 Licensing, Taxes and Compliance with Laws

(a) Franchisee shall ensure that each Franchised Business and each of Franchisee's employees at each Franchised Business meet and maintain the highest standards and shall satisfy all safety and regulation standards which may be imposed upon such Franchised Business and/or its employees, including obtaining all required licenses and permits. It is Franchisee's obligation to determine if Franchisee must be licensed in connection with operating such Franchised Business

and to take whatever steps are necessary to meet the requirements of any regulation regarding the operation of such Franchised Business. Franchisee shall provide to Franchisor, within five (5) days of Franchisee's receipt thereof or Franchisor's request, a copy of all inspection reports, warnings, citations, certificates and/or ratings required by law or which result from inspections, audits or inquiries conducted by federal, state or municipal agencies with jurisdiction over such Franchised Business.

(b) Franchisee acknowledges that serving food is highly regulated with local health codes governing many aspects of café operations including certain requirements for transportation, storage, preparation and production of food products. Franchisee agrees and acknowledges that Franchisee shall comply with all such health codes. Additionally, those of the Franchisee's employees or Owners designated by the Franchisor or required by applicable law, must hold a ServSafe Certification (or locally approved equivalent food handler's certification).

(c) Franchisee shall comply with all federal, state and local laws and regulations that generally apply to restaurants and cafes. Franchisee acknowledges that these laws and regulations include, but are not limited to, the Americans with Disabilities Act; the Fair Labor Standards Act; Equal Employment Opportunities Commission; Occupational Safety and Health Administration; Gramm-Leach-Bliley Act; The Patriot Act; Truth in Lending Act and other laws dealing with credit transactions and collections; Digital Millennium Copyright Act; regulations governing MMS, SMS, emails and telemarketing; the payment of license fees; general restaurant/café rules and regulations; and, any advertising or content related rules and regulations, etc.

(e) Franchisee acknowledges that Franchisee is aware of federal, state and local labor regulations including minimum age and minimum wage laws that may affect the Franchised Businesses. Franchisee shall comply with all such federal, state and local labor regulations.

(f) Franchisee shall also pay when due all taxes levied or assessed, including unemployment and sales taxes and Franchisee shall file when due all tax returns due from any individual or entity related to the Franchised Businesses. Franchisee shall pay to Franchisor an amount equal to any sales tax or gross receipts tax imposed upon Franchisor with respect to any payments to Franchisor required under the Agreement.

7.15 Security Interest

Franchisee hereby grants to Franchisor and its affiliates a security interest in any and all of Franchisee's inventory, equipment, furniture, fixtures, Operating Assets and all other assets and any proceeds thereof (including but not limited to all accounts receivable and the proceeds of any insurance). The security interest granted herein secures: (a) all of Franchisee's obligations to Franchisor and its affiliates under this Agreement and any other agreement between Franchisee and Franchisor or its affiliates; and (b) all costs and expenses which Franchisor and its affiliates may incur in the administration and collection of these obligations. This Agreement shall constitute a security agreement and upon request by Franchisor and its affiliates, Franchisee shall execute any additional instruments required to perfect this security interest, including without limitation a

standard Uniform Commercial Code ("UCC") financing statement. Franchisee authorizes Franchisor and its affiliates:

(a) To file a copy of this Agreement, a UCC financing statement and any other documents that may be necessary to perfect the security interest granted herein; and

(b) To sign on behalf of Franchisee and to file in any jurisdiction, with or without signature of Franchisee, financing statements with respect to this security interest and security agreement.

7.16 Approved Products and Services

(a) Franchisee agrees and acknowledges that Franchisee shall sell and offer for sale only those products and services approved by Franchisor from each Franchised Business location. Franchisee further agrees and acknowledges that all products shall be prepared in the exact manner and using the exact ingredients required by Franchisor in accordance with the recipes provided by Franchisor. Franchisor reserves the right to amend, revise and/or change any of its recipes and Franchisee shall be required to comply with all such amendments, revisions and/or changes.

(b) Franchisee must notify Franchisor immediately if any of the products and services approved by Franchisor are prohibited, restricted by law or regulation or are adverse to local community standards. Franchisee is required to provide assistance to Franchisor upon request, if government or other local approval is required for the offer and sale of any product or service approved by Franchisor.

(c) Franchisee is obligated to sell and offer for sale all products and services from each Franchised Business location required by Franchisor.

(d) Franchisee shall discontinue selling and offering for sale any products and/or Services that Franchisor disapproves in writing, within a commercially reasonable period of time, as determined in Franchisor's sole discretion.

(e) From time-to-time Franchisor may choose to test new products, sales strategies, equipment, programs, services or other elements of its intellectual property. Upon such an occurrence, Franchisee shall be required to participate in any testing at the request of Franchisor and may also be required to make capital expenditures and incur operating and other costs as part of their participation in the test. Franchisor is not obligated to reimburse Franchisee for those expenditures. Franchisee may be required to maintain records and submit reports to Franchisor, as part of the test, in a timely manner.

7.17 Advertising Cooperatives

There is currently no advertising cooperative in the System. However, Franchisor reserves the right to establish advertising cooperative(s). The amount of monies to be contributed monies

to the advertising cooperative(s) shall be determined by the members of such advertising cooperative(s). Franchisor will have the right, in its sole discretion, to determine how funds paid into any such advertising cooperative are expended. Any financial contributions made by Franchisee to the advertising cooperative may be credited against Franchisee's required Local Advertising expenditures. Company-owned units, including any units owned by Franchisor's affiliates, may be active members of any advertising cooperative and may possess voting power in accordance with the rules of the advertising cooperative, as Franchisor may determine in its sole discretion.

7.18 Franchisee's Employees

(a) Franchisee hereby irrevocably agrees, acknowledges, affirms, represents, warrants and covenants that its employees are employed exclusively by Franchisee and that none of its employees are employed, jointly employed or co-employed by Franchisor. Franchisee further agrees, acknowledges, affirms, represents, warrants and covenants that each of its employees are under the exclusive dominion and control of Franchisee and are never under the direct or indirect control of Franchisor. Franchisee is exclusively responsible for, and Franchisor shall not, directly or indirectly, be engaged in, have authority or ability over or otherwise involved with, the hiring of each of its employees, setting their schedules, establishing their compensation, paying all salaries, benefits and employment-related liabilities (workers' compensation insurance premiums/payroll taxes/Social Security contributions/unemployment insurance premiums) associated with such employment, disciplining, suspending and/or terminating employees.

(b) Franchisee further hereby irrevocably agrees, acknowledges, affirms, represents, warrants and covenants that any minimum staffing suggestions, if established by Franchisor, are solely provided to Franchisee for the purpose of ensuring that each Franchised Business is at all times staffed at those levels necessary to operate such Franchised Business in conformity with the System Standards. Franchisee further hereby irrevocably agrees, acknowledges, affirms, represents, warrants and covenants that it may staff each Franchised Business with as many employees as it desires at any time.

(c) Franchisee further hereby irrevocably agrees, acknowledges, affirms, represents, warrants and covenants that any training provided by Franchisor for Franchisee's employees is intended to provide to those employees the various procedures, protocols, systems and operations of a Franchised Business and shall not create an employment relationship between the Franchisor and the Franchisee's employees.

(d) Finally, should it ever be asserted that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agree to assist Franchisor in defending said allegation, including (if necessary) appearing at any venue requested by Franchisor to testify on our behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that Franchisor is the

employer, joint employer or co-employer of any of Franchisee's employees). To the extent Franchisor is the only named party in any such investigation, action, proceeding, arbitration or other setting to the exclusion of Franchisee, should any such appearance by Franchisee be required or requested by Franchisor, Franchisor will recompense Franchisee the reasonable costs associated with its appearing at any such venue.

7.19 Crisis Management Event.

Franchisee agrees to notify Franchisor immediately by telephone and email upon the occurrence of a Crisis Management Event. Franchisor may establish emergency procedures which may, among other things, require Franchisee to temporarily close one or more of the Franchised Businesses to the public, in which case Franchisee agrees that Franchisor will not be held liable to Franchisee for any losses or costs. During a Crisis Management Event, Franchisee shall not communicate to the media nor post any content on any Social Media Platform without the expressed written consent of the Franchisor, which Franchisor may deny for any reason or no reason at all. Franchisor reserves the right to handle all external communications during a Crisis Management Event. For purposes of this Agreement, a Crisis Management Event shall mean any event that occurs at the location of the Franchised Business that has or may cause harm or injury to customers or employees, such as food contamination, food spoilage/poisoning, food tampering/sabotage, equipment recalls, contagious diseases, natural disasters, terrorist acts, shootings or any other circumstance which may damage the System, the Principal Trademarks or image or reputation of the Franchised Business, the Franchisor or our affiliates.

7.20 Joinder

Franchisee may operate each Franchised Business in a separate entity provided (i) that the Owners of the Franchisee-own and control each such entity, (ii) each such entity executes the Joinder attached hereto as Exhibit 2 which shall obligate each such entity to the terms and conditions set forth herein, and (iii) Franchisee (and its Owners) signs a General Release in the form attached as Exhibit 3, of any and all claims against the Released Parties. For purposes of the Joinder, "own and controlled" means that Franchisee and/or its Owners own, directly or indirectly, not less than fifty-one percent (51%) of the equity interests and fifty-one percent (51%) of the voting interests of the entity proposed by Franchisee to own and operate such Franchised Business.

VIII. CONFIDENTIAL INFORMATION

8.1 Restriction on Use of Confidential Information

(a) Franchisor possesses (and will continue to develop and acquire) certain knowledge, know-how, methods and procedures some of which constitute trade secrets under applicable law regarding: (i) the Franchisor, its affiliates and its subsidiaries; (ii) the development, management and operation of Filli Café franchised businesses, including without limitation: (a) the Confidential Operating Manual; (b) operational specifications, standards, systems and procedures and

knowledge and experience used in developing and operating the System; (c) recipes, preparation instructions and methods for preparation of various menu items and inventory system methods including those relating to inventory control, storage, product and handling; (d) site selection criteria; (e) training and operations materials and manuals; (f) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques; (g) business forms and accounting procedures; (h) Advertising Materials, Social Media Materials and use of Social Media Platforms; (i) database material, customer lists, records, files, instructions and other proprietary information; (j) identity of suppliers and knowledge of supplier discounts, specifications, processes, procedures and equipment, contract terms, pricing for authorized products, materials, supplies and equipment; (k) any computer software or similar technology which is proprietary to Franchisor or its affiliates, including without limitation digital passwords and identifications and any source code, as well as data, reports and other printed materials; (l) knowledge of the operating results and financial performance of the System other than the Franchised Businesses; and (m) graphic designs and related intellectual property (collectively “Confidential Information”) which Franchisor and its affiliates consider proprietary.

(b) It is the parties’ intention that the Confidential Information be governed by the Confidentiality, Non-Use and Non-Competition Agreement attached hereto as Exhibit 6 and the Confidentiality, Non-Use and Non-Competition Agreement Form attached hereto as Exhibit 7. Franchisee acknowledges and agrees that Franchisor has granted the franchise in consideration of and in reliance upon Franchisee’s agreement to execute the Confidentiality, Non-Use and Non-Competition Agreement and abide by its terms. Franchisee shall require any individual to whom Confidential Information is disclosed, or if a corporation, limited liability company or partnership, its officers, directors, shareholders, employees, agents and affiliates to execute the Confidentiality, Non-Use and Non-Competition Agreement Form as a condition of such disclosure, in the form attached hereto as Exhibit 7.

8.2 Acknowledgments

(a) Franchisee and its Owners acknowledge that Franchisee has been and/or will be given access to the Confidential Information during the course of the relationship between Franchisee and Franchisor.

(b) Franchisee and its Owners acknowledge that (i) Franchisor and its affiliates own all right, title and interest in and to the System; (ii) the System consists of trade secrets, Confidential Information and know-how that gives the Franchisor and its affiliates a competitive advantage; (iii) the Franchisor and its affiliates have taken all measures necessary to protect the trade secrets, Confidential Information and know-how comprising the System; (iv) all Confidential Information now or hereafter provided or disclosed to Franchisee regarding the System is disclosed in confidence; (v) Franchisee has no right to disclose any Confidential Information to anyone who is not an employee, agent or independent contractor of Franchisee; (vi) Franchisee will not acquire any ownership interest in the Confidential Information and/or System; and (vii) Franchisee’s use or duplication of the Confidential Information and/or System or any part of the Confidential

Information and/or System in any other business would constitute an unfair method of competition, for which Franchisor would be entitled to all legal and equitable remedies, including injunctive relief without posting a bond.

8.3 Non-Disclosure and Return of Confidential Information

(a) Franchisee and its Owners agree that for a period commencing on the date of this Agreement and continuing thereafter, in the absence of prior written consent by Franchisor they: (i) will keep all Confidential Information in strict confidence; (ii) will not communicate or disclose Confidential Information to any unauthorized person or entity and will only disclose those parts of the System that an employee, agent or independent contractor needs to know; (iii) will not use the Confidential Information for any purpose other than as directed by and needed for Franchisor's use; (iv) will not reproduce or use the Confidential Information; (v) will ensure that any employees, agents, independent contractors and professional and financial advisors requiring access to any Confidential Information will, prior to obtaining such access execute Confidentiality, Non-Use and Non-Competition Agreement Forms in the form attached hereto as Exhibit 7.

(b) Confidential Information provided by Franchisor to Franchisee and its Owners in the course of the parties' relationship shall be returned to Franchisor immediately upon termination or expiration of the Franchise Agreement. Franchisee and its Owners shall not retain any book, record, report, design, plan, material, copy, note, abstract, compilation, summary, extract or other reproduction, whether in paper or electronic form, of the Confidential Information and shall not retain any copy, note or extract of such Confidential Information, except as the parties hereto may agree in writing.

IX. COVENANTS

9.1 Covenants

(a) Franchisee and its Owners acknowledge that Franchisor has granted it the franchise in consideration of and reliance upon the agreement of Franchisee and its Owners to deal exclusively with Franchisor; to maintain the confidentiality of all of the Confidential Information; to refrain from using any Confidential Information in any manner not permitted by Franchisor in accordance with Article VIII above; and to protect and preserve the goodwill of the Franchisor.

(b) Franchisee and its Owners further acknowledge and agree that (i) pursuant to this Agreement, they will have access from the Franchisor and its affiliates to valuable trade secrets, specialized training and Confidential Information regarding the development, operation, management, purchasing, sales and marketing methods and techniques of the System; (ii) the System and the opportunities, associations, and experience established by Franchisor and acquired by Franchisee and its Owners under this Agreement are of substantial and material value; (iii) in developing the System, Franchisor and its affiliates have made and continue to make

substantial investments of time, technical and commercial research and money; (iv) Franchisor would be unable to adequately protect the System, its trade secrets and its Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information about Filli Café franchisees if franchisees and their owners were permitted to hold an interest in Competitive Businesses; and (v) restrictions on the right of Franchisee and its Owners to hold interest in or perform services for, Competitive Businesses will not unreasonably or unnecessarily hinder the activities of Franchisee and its Owners.

(c) Accordingly, Franchisee and its Owners covenant and agree that during the term of this Agreement and for an uninterrupted period of two (2) years after the later of: (i) the termination (regardless of the cause for termination) or expiration of this Agreement; (ii) the Transfer, as defined in this Agreement; or (iii) the date of a final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 9.1, Franchisee and each of its Owners shall not directly or indirectly for itself or through on behalf of or in conjunction with any person, firm, partnership corporation or other entity in any manner whatsoever:

(1) Divert or attempt to divert any actual or potential business or customer of Filli Café to any competitor;

(2) Take any action injurious or prejudicial to the goodwill associated with the Principal Trademarks and the System;

(3) Solicit, encourage or assist anyone else to solicit or encourage any independent contractor providing services to Franchisor to terminate or diminish their relationship with Franchisor; or

(4) Own, maintain, develop, operate, engage in, franchise or license, make loans or gifts to or have any direct or indirect interest in or render services as a director, officer, manager, employee, consultant, representative, or agent or give advice to any Competitive Business (as defined below). Notwithstanding the foregoing, equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subsection).

(d) During the term of this Agreement, there is no geographic limitation on these restrictions, meaning that Franchisee and each of its Owners shall not engage in the conduct referred to in subsections 9.1(c) at any location. During the two (2) year period following the later of: (i) the termination (regardless of the cause for termination) or expiration of this Agreement; (ii) the Transfer of the franchise; or (iii) the date of a final non-appealable judgment, or order of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 9.1, these restrictions shall apply:

- (1) at the location of each Franchised Business;
- (2) within any Territory and within ten (10) miles of the outer boundaries of the Territory;
- (3) within ten (10) miles of the location of any other Filli Café business, within the territory assigned to any other Filli Café business and within ten (10) miles of the outer boundaries of the territory assigned to any other Filli Café business; owned, in operation, under development or to be developed by Franchisor, its affiliates or franchisees of Franchisor and/or its affiliates as of (i) the date of this Agreement; (ii) as of the date of (a) termination (regardless of the cause for termination) or expiration of this Agreement; (b) a Transfer of the franchise; or (iii) on the date of any final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 9.1.

(e) Franchisee and its Owners further covenant and agree that for a period of two (2) years following the expiration or termination (regardless of the cause for termination) of this Agreement or a Transfer, Franchisee and its Owners will not either directly or indirectly for itself or through, on behalf of or in conjunction with any person, firm, partnership, corporation or other entity, sell, assign, lease or transfer any Franchised Business location to any person, firm, partnership corporation or other entity that Franchisee or its Owners know or has reason to know intends to operate a Competitive Business at such Franchised Business location.

(f) Franchisee and its Owners covenant not to engage in any activity which might injure the goodwill of the Principal Trademarks or the System at any time. This provision shall survive termination and expiration of this Agreement.

(g) Franchisee and its Owners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, the enforcement of the covenants made in this Section 9.1 will not deprive Franchisee or its Owners of their personal goodwill or ability to earn a living.

(h) Franchisee and its Owners agree and acknowledge that each of the covenants contained herein are reasonable limitations as to time, geographic area and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the know-how, reputation, goodwill and other legitimate business interests of Franchisor and its affiliates. Franchisee and its Owners also agree and acknowledge that the legitimate business interests of Franchisor and its Owners include but are not limited to: (i) maintaining the confidential nature of the Confidential Information; (ii) preserving the Franchisor's ability to develop franchises at or near any of Franchisee's former Franchised Business locations, within the Territory and within the territorial boundaries of the restrictive covenant described above in subsection 9.1(d); (iii) preventing potential customer confusion; (iv) protecting other franchisees from competition from Franchisee and its Owners; and (v) protecting the System as a whole including the franchisee

network. If any provision of the terms, covenants and/or restrictions of this Section 9.1 (including any sentences, clauses, or any part thereof) shall be held contrary to law or incomplete or unenforceable in any respect, the remaining provisions shall not be affected but shall remain in full force and effect; any invalidated provisions shall be severed and this Agreement modified to the extent necessary to render it valid and enforceable.

(i) Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant contained in this Section 9.1 effective immediately upon Franchisee's receipt of written notice and Franchisee agrees to comply forthwith with any covenants as so modified which will be enforceable notwithstanding the provisions of Section 20.2.

9.2 Enforcement of Covenants Not to Compete

Franchisee and its Owners acknowledge and agree that Franchisor has a compelling interest in protecting the System and that the provisions of this Article IX protect Franchisor's System. Franchisee and its Owners acknowledge that violation of the covenants contained in this Article IX would result in immediate and irreparable injury to Franchisor and its affiliates for which no adequate remedy at law will be available. Accordingly, Franchisee and its Owners hereby consent to the entry of an injunction procured by Franchisor and/or its affiliates prohibiting any conduct by Franchisee and its Owners in violation of the terms, covenants and/or restrictions of this Article IX without the need of a bond. Franchisee and its Owners expressly agree that it may conclusively be presumed in any legal action that any violation of these terms, covenants and/or restrictions was accomplished by and through the unlawful utilization of the Confidential Information. Further, Franchisee and its Owners expressly agree that any claims Franchisee or its Owners may have against Franchisor and/or its affiliates will not constitute a defense to the enforcement of the terms, covenants and/or restrictions set forth in this Article IX by Franchisor and/or its affiliates. Franchisee and its Owners further agree to pay all costs and expenses (including attorneys' fees, experts' fees, court costs and all other expenses of litigation) incurred by Franchisor and/or its affiliates in connection with the enforcement of the terms, covenants and/or restrictions of this Article IX.

9.3 Definitions

(a) The term "affiliates" (with respect to Franchise) means any and all corporations, limited liability companies, partnerships, trusts or other entities controlling, controlled by or under common control with Franchisee, including but not limited to subsidiaries, parents and sibling entities. For purposes of this definition, the term "control" shall mean the control or ownership of ten percent (10%) or more of the beneficial interest in the person or entity to which referred.

(b) The term "Competitive Business" means: (i) any café business which is the same or substantially similar to a Franchised Business or any business which offers to sell or sells any products or services which are the same or substantially similar to any of the products or services offered by a Franchised Business; or (ii) any business granting franchises or licenses to others to

operate such a business (other than a Franchised Business operated under a franchise agreement with Franchisor).

(c) The term “Owner” means any individual or entity (including all spouses, partners, members or shareholders of such individual or entity) that has any direct or indirect ownership interest of five percent (5%) or more in Franchisee (or at such later time as they assume such status), whether or not such interest is of record, beneficially or otherwise. The term “Owners” shall also include individuals, partners, members and shareholders and (spouses of such individuals, partners, members and shareholders) with an ownership interest of five percent (5%) or more in any partnership, corporation or limited liability company that holds a controlling interest in the Franchisee entity.

9.4 Procurement of Additional Covenants

Franchisee acknowledges and agrees to require and obtain the execution of the Confidentiality, Non-Use and Non-Competition Agreement Form attached hereto as Exhibit 7: (i) before employment or any promotion, of all personnel Franchisee employs who have received training from Franchisor or who will have access to the Confidential Information; (ii) Franchisee’s Owners at the same time as the execution of this Agreement (or at such later time as they assume such status); and (iii) all other personnel designated by Franchisor. Franchisee agrees to furnish Franchisor with copies of all executed Confidentiality, Non-Use and Non-Competition Agreement Forms upon Franchisor’s request.

9.5 Franchisee’s Enforcement of Confidentiality, Non-Use and Non-Competition Agreements

Franchisee acknowledges and agrees to vigorously and vigilantly prosecute breaches of any Confidentiality, Non-Use and Non-Competition Agreement Form executed by any of the individuals referenced herein. Franchisee agrees to prosecute such actions to the fullest extent permitted by law. Moreover, if provisions of the Confidentiality, Non-Use, and Non-Competition Agreement Form have been breached by an individual employed, engaged or otherwise serving the Franchised Business, but who has not executed a Confidentiality, Non-Use, and Non-Competition Agreement Form, Franchisee must nevertheless vigorously and vigilantly prosecute such conduct to the fullest extent permitted by law. Franchisee acknowledges that Franchisor shall have the right, but not the obligation, to enforce the terms of each such executed Confidentiality, Non-Use, and Non-Competition Agreement Forms against any of the individuals referenced herein. Franchisee further acknowledges that Franchisor shall have the right, but not the obligation to bring civil actions to enforce its terms. In the event that Franchisor elects to exercise its rights to enforce the provisions of the Confidentiality, Non-Use and Non-Competition Agreement Form against any of the individuals referenced herein, Franchisee shall be required to reimburse Franchisor for Franchisor’s reasonable attorneys’ fees, experts’ fees, court costs and all

other expenses of litigation in connection with Franchisor's enforcement of the provisions of any Confidentiality, Non-Use, and Non-Competition Agreement Form against any of the individuals referenced herein.

9.6 Lesser Included Covenants Enforceable At Law

If all or any portion of the covenants set forth in this Article IX are held unreasonable, void, vague or illegal by any court, arbitrator or agency with competent jurisdiction over the parties and subject matter, the court, arbitrator or agency will be empowered to revise and/or construe the covenants to fall within permissible legal limits and should not by necessity invalidate the entire covenants. Franchisee and its Owners acknowledge and agree to be bound by any lesser covenant subsumed within the terms of this Article IX as if the resulting covenants were separately stated in and made a part of this Agreement.

9.7 Severability of Covenants

The parties agree that each of the covenants contained in this Article IX shall be construed independent of each other and any other covenant or provision within this Agreement.

X. ASSIGNMENT AND TRANSFERS

10.1 By Franchisor

Franchisee acknowledges that Franchisor maintains a staff to manage and operate the System and that staff members can change as employees come and go. Franchisee represents that it has not signed this Agreement in reliance on any particular shareholder, director, officer or employee remaining with Franchisor in any capacity or no capacity at all. Franchisor may change its ownership or form and/or assign this Agreement and any other agreement to a third-party without restriction. In the event of Franchisor's assignment of this Agreement to a third-party who expressly assumes the obligations under this Agreement, Franchisor shall no longer have any performance or other obligations under this Agreement.

10.2 By Franchisee

(a) Franchisee understands and acknowledges that the rights and duties this Agreement creates are personal to Franchisee (or, if Franchisee is an entity, to Franchisee's Owners) and that Franchisor has granted to Franchisee the franchise in reliance upon its perceptions of Franchisee's (or its Owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, neither this Agreement (nor any interest in this Agreement), the Franchised Business or substantially all of its assets, nor any ownership interest in Franchisee (regardless of its size), nor any ownership interest in any of Franchisee's Owners (if any Owner is a legal entity) may be transferred without Franchisor's prior written approval, which may be withheld for any reason in its sole discretion, subject to the provisions herein. A transfer of the

ownership, possession, control, or substantially all of the assets of the Franchised Business may be made only with an appropriate assignment of this Agreement. Any transfer without Franchisor's consent is a breach of this Agreement and shall be considered void and of no effect.

(b) Neither Franchisee nor any Owner shall be permitted or have the power without the prior written consent of Franchisor, to convey, give away, sell, assign, pledge, lease, sublease, devise or otherwise transfer, either directly or by operation of law or in any other manner, including by reason of death, any interest or shares of stock of any kind or nature in Franchisee. In order to assure compliance by Franchisee with the transfer restrictions contained in this Section 10.2, all shares or stock certificates of Franchisee or Franchisee's operating agreement, if Franchisee is a limited liability company, shall at all times contain a legend sufficient under applicable law to constitute notice of the restrictions contained in this Agreement and to allow such restrictions to be enforceable. Franchisee shall provide Franchisor with a copy of its shares or stock certificates, if a corporation, or its operating agreement, if a limited liability company, so that Franchisor may ensure that such share, stock certificate or operating agreement contains the required legend. Such legend shall appear in substantially the following form:

"The sale, transfer, pledge or hypothecation of this stock is restricted pursuant to the terms of Article X of a Franchise Agreement dated _____ between FiLLi IP Rights Management DWC LLC and _____."

(c) Notwithstanding anything to the contrary above, Franchisee may grant a security interest (including a purchase money security interest) in the assets of the Franchised Businesses (not including this Agreement) to a lender that finances its acquisition, development and/or operation of the Franchised Businesses without having to obtain Franchisor's prior written approval as long as Franchisee gives Franchisor thirty (30) days prior written notice and provided that the security interest is subordinate to Franchisor's rights hereunder or under any other agreement by and between Franchisee and Franchisor.

(d) The term "transfer" means to sell, assign, gift, pledge, mortgage or encumber either voluntarily or by operation of law any interest in: (i) this Agreement or the rights created hereunder; (ii) all or substantially all of the assets of the Franchised Businesses; and/or (iii) any direct or indirect interest in the ownership of Franchisee.

10.3 Conditions for Approval of Transfer by Franchisee

(a) If Franchisee (and its Owners) has fully complied with this Agreement and any and all other agreements with Franchisor and its affiliates, then subject to the other provisions of this Article X, Franchisor may in its discretion approve a transfer that meets the requirements of this Section 10.3. To effectuate any proposed transfer, Franchisee must comply with all of the following conditions either before or concurrently with the effective date of the transfer:

(i) Franchisee shall first notify Franchisor in writing of the proposed transfer and set forth a complete description of the terms of the proposed transfer including the prospective transferee's name, address, telephone number, financial qualifications and previous five (5) years' business experience. Franchisor or its assignees may within thirty (30) days after receipt of such notice, exercise a right of first refusal to purchase the interest being offered by Franchisee pursuant to the provisions of Article XI herein;

(ii) transferee (and its owners if transferee is an entity) has sufficient business experience, aptitude and financial resources to operate the Franchised Businesses, must meet all of Franchisor's then-current standards and requirements for becoming a Filli Café franchisee (which standards and requirements need not be in writing), and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to demonstrate ability to conduct the Franchised Businesses;

(iii) Franchisee has: (i) paid all Royalty, Brand Fund Contributions and other amounts owed to Franchisor, its affiliates and any Suppliers; (ii) submitted all required reports and statements; (iii) cured all other breaches of this Agreement and any other agreement between Franchisee and Franchisor and/or its affiliates and any Suppliers; and (iv) satisfied all its obligations under this Agreement and any other agreement with Franchisor, its affiliates or any Suppliers;

(iv) neither the transferee nor its owners (if the transferee is an entity) or affiliates have an ownership interest (direct or indirect) in or perform services for a Competitive Business;

(v) transferee (or its operating principal) and any other personnel required by Franchisor completes Franchisor's training program to Franchisor's satisfaction at transferee's own expense;

(vi) Franchisee's landlord(s) permits Franchisee to assign or sublease each of the Franchised Business location(s) to the transferee;

(vii) transferee shall (if the transfer is of this Agreement) or Franchisee shall (if the transfer is of a controlling ownership interest in Franchisee or one of its Owners), execute Franchisor's then-current form of franchise agreement and related documents, the provisions of which may differ materially from those contained in this Agreement for a term equal to the remaining term of this Agreement or in Franchisor's sole discretion, the then-current term offered to new franchisees. If the latter, Franchisee shall pay Franchisor the then-current franchise fee and agree to comply in all respects with all of Franchisor's requirements;

(viii) transferee shall upgrade the Franchised Businesses to meet Franchisor's then-current standards for a Filli Café business;

(ix) transferee (and its owners if transferee is an entity) agree and acknowledge that Franchisor is not responsible for any representations not included in the disclosure document or this Franchise Agreement;

(x) Franchisee or the transfer pays Franchisor the transfer fee, which shall be equal to 50% of the then-current initial franchise fee multiplied by the number of Franchised Businesses then in operation. The transfer fee shall be paid as follows: (i) \$3,000 per Franchised Business in operation shall be paid to the Franchisor upon application to transfer; and (ii) the balance of the transfer fee shall be paid upon closing. The portion of the transfer fee described in Section 10.3(a)(x)(i) is nonrefundable, whether or not the transfer actually occurs. There is no transfer fee for Franchised Businesses which are not in operation as of the date of the transfer;

(xi) Franchisee (and its Owners) signs a General Release in the form attached as Exhibit 3, of any and all claims against the Released Parties;

(xii) Franchisor, in its sole discretion, has determined that the terms of the transfer, including but not limited to price, method and the extent of financing will not adversely affect the transferee's operation of the Franchised Business;

(xiii) if Franchisee or its Owners finance any part of the purchase price, Franchisee and/or its Owners agree that all of the transferee's obligations under promissory notes, agreements or security interests reserved in the Franchised Business are subordinate to the transferee's obligation to pay the Royalty and other amounts due to Franchisor, its affiliates, Suppliers and otherwise comply with this Agreement;

(xiv) Franchisee and its Owners will not for two (2) years beginning on the effective date of the transfer, engage in any of the activities prohibited in Article IX of this Agreement;

(xv) Franchisee and its Owners will not directly or indirectly at any time or in any manner (except with respect to other Filli Café franchises they own and operate) identify themselves or any business as a current or former Filli Café franchise or as one of Franchisor's franchisees; use of any of the Principal Trademarks, any colorable imitation of a Principal Trademark or other indicia of the Filli Café System in any manner or for any purpose; or utilize for any purpose any trade name, trademark or service mark, or other commercial symbol that suggests or indicates a connection or association with Franchisor;

(xvi) Franchisee shall comply with all other applicable transfer requirements as designated in the Confidential Operating Manual or otherwise in writing;

(xvii) Franchisor in its sole discretion determines that the terms of the transfer are substantially the same as those offered to Franchisor pursuant to Franchisor's right of first refusal in accordance with Article XI herein;

(xviii) Franchisor may require any transferee of any interest or shares of stock of any kind or nature in Franchisee to guarantee the obligations of Franchisee under this Agreement or under any new franchise agreement entered into pursuant to Section 10.3 (vii) above;

(xix) transferee (and its owners if transferee is an entity) passes a credit and criminal background check; and

(xx) transferee (and its owners if transferee is an entity) execute a personal guaranty in the form attached as Exhibit 9 guaranteeing the obligations of Franchisee.

(c) Franchisor may review all information regarding the Franchised Businesses that Franchisee gives the transferee, correct any information that it believes is inaccurate and give the transferee copies of any reports that Franchisee has given Franchisor or Franchisor has made regarding the Franchised Business.

(d) Franchisee agrees and acknowledges that in no event shall Franchisee be permitted to sell, assign, gift or otherwise convey an interest in or all of the assets of a Franchised Business separately from a transfer of (i) this Agreement or the rights created hereunder, (ii) all or substantially all of the assets of the Franchised Businesses and/or (iii) any direct or indirect interest in the ownership of the Franchisee.

10.4 Death or Disability of Franchisee

(a) Transfer Upon Death or Disability.

Upon the death or disability of Franchisee or its Operating Principal, the executor, administrator, conservator, guardian or other personal representative of Franchisee or its Operating Principal must transfer Franchisee's interest in this Agreement or the Operating Principal's ownership interest in Franchisee to a third-party (which may be the heirs, beneficiaries or devisees of Franchisee or the Operating Principal). That transfer must be completed within a reasonable time not to exceed six (6) months from the date of death or disability and is subject to all of the terms and conditions in this Article X. A failure to transfer Franchisee's interest in this Agreement or the Operating Principal's ownership interest in Franchisee within this time period is a breach of this Agreement. The term "disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent Franchisee or the Operating Principal from supervising the management and operation of the Franchised Business.

(b) Operation Upon Death or Disability.

If upon the death or disability of Franchisee or the Operating Principal, a manager trained by Franchisor or Franchisee is not managing the Franchised Businesses, the executor, administrator, conservator, guardian or other personal representative of the Franchisee or the

Operating Principal must within a reasonable time not to exceed fifteen (15) days from the date of death or disability, appoint a manager. The replacement manager must complete Franchisor's standard training program at Franchisee's sole expense. A new Operating Principal acceptable to Franchisor also must be appointed within thirty (30) days. If in Franchisor's judgment, one or more of the Franchised Business are not being managed properly any time after the death or disability of Franchisee or the Operating Principal, Franchisor, an affiliate or a third party designated by the Franchisor may but need not assume the management of one or more of the Franchised Businesses, in the Franchisor's sole discretion. All funds from the operation of the Franchised Business while under the management of the Franchisor, an affiliate or a third-party will be kept in a separate account and all expenses will be charged to this account. Franchisor may charge Franchisee (in addition to the Royalty and other amounts due under this Agreement) a per diem fee, plus direct out-of-pocket costs and expenses of the Franchisor, an affiliate or a third-party, if Franchisor, an affiliate or a third-party assumes the management of one or more of the Franchised Business under this subsection. Franchisor, an affiliate or a third-party, as applicable, has a duty to utilize only reasonable efforts and will not be liable to Franchisee or its Owners for any debts, losses or obligations incurred by any of the Franchised Business, or to any of Franchisee's creditors for any products, other assets, or services purchased by any one of the Franchised Businesses while under the management of Franchisor, an affiliate or a third-party.

10.5 Effect of Consent to Transfer

Franchisor's consent to a transfer of this Agreement, the Franchised Businesses or any interest in Franchisee or its Owners is not (i) a representation of the fairness of the terms of any contract between Franchisee and the transferee; (ii) a guarantee of the prospects of success of the Franchised Businesses or transferee; nor (iii) a waiver of any claims Franchisor has against Franchisee (or its Operating Principals) or of Franchisor's right to demand the transferee's full compliance with this Agreement. In the event of a transfer, Franchisee and/or its Owners shall continue to remain obligated to Franchisor in accordance with the terms of this Agreement.

10.6 Proposed Assignment as a Result of Franchisee's Bankruptcy

(a) Franchisee again acknowledges that the rights and duties along with the Franchise granted in this Agreement are personal to Franchisee (or any of its Owners), and Franchisor has entered into this Agreement in reliance on the representations given by Franchisee to secure the Franchise, Franchisee's and its Owners, as applicable, personal and/or collective skills and Franchisee's financial ability. Franchisee further acknowledges and agrees that because of the personal nature of the rights and duties associated with the Franchise, this Agreement is not freely assignable by its nature and therefore it would not be appropriate to assign the rights and obligations to any assignee other than in accordance with this Section 10 (and each other applicable provision of this Section 10). In the event that Franchisee shall become a debtor under Chapter 7 of the United States Bankruptcy Code, 11 USC Section 101, et seq., (the "Bankruptcy Code"), and the trustee or Franchisee shall elect to assume this Agreement for the purpose of assigning the same or otherwise, such election and assignment may only be made

if all of the terms and conditions of this Agreement are satisfied. No election by the trustee or Franchisee to assume this Agreement, whether under Chapter 7, 11 or 13 of the Bankruptcy Code, shall be effective unless each of the following conditions, and as applicable, any other conditions required in this Section 10, which Franchisor and Franchisee each acknowledge is commercially reasonable in the context of such proceeding, has been satisfied, and Franchisor has so acknowledged in writing:

(i) the trustee or Franchisee has cured, or has provided Franchisor adequate assurance (as provided below) that: (i) within ten (10) days from the date of such assumption, the trustee will cure all monetary defaults under this Agreement; and (ii) within thirty (30) days from the date of such assumption, the trustee will cure all non-monetary defaults under this Agreement;

(ii) each Franchised Business remains at all times under the primary management of an Owner or a manager trained by Franchisor or Franchisee or who otherwise meets Franchisor's qualifications and has completed, to Franchisor's satisfaction, a training program in substance similar to the initial training program described in Section 6.2;

(iii) the trustee or Franchisee has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure Franchisor that the trustee or Franchisee will have sufficient funds to fulfill the obligations of Franchisee under this Agreement, and to keep each Franchised Business open and operating fully stocked and properly staffed with sufficient employees to conduct a fully-operational Franchised Business, and that the assumption or assignment will not disrupt business operations at any of the Franchised Businesses; and

(iv) that assumption or assignment of this Agreement will not breach any term or condition of, or constitute a default under, any term or condition of any contract, agreement, arrangement, or other commitment to which the trustee or Franchisee is a party or by which the trustee or Franchisee is bound (including any agreement not to compete), or constitute an event which, with notice, lapse of time or both, would result in such a breach or event of default nor to the trustee's or Franchisee's knowledge, result in the violation by the trustee or Franchisee of any applicable statute, rule, regulation, ordinance, code, judgment, order, injunction or decree.

(b) If a trustee or Franchisee, pursuant to this Agreement, proposes to assign this Agreement or any right in the Franchise pursuant to the provisions of the Bankruptcy Code, to any person or entity who shall have made a bona fide offer to accept an assignment of this Agreement on terms acceptable to the trustee or Franchisee, then, notice of the proposed assignment setting forth (i) the name and address of such person; and (ii) all of the terms and conditions of such offer shall be given to the Franchisor by the Franchisee no later than twenty (20) days after receipt of such offer by the trustee or Franchisee, but in any event no later than ten (10) days prior to the date that the trustee Franchisee shall make application to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption.

(c) If the trustee or Franchisee, pursuant to this Agreement, proposes to assign this Agreement or any right in the Franchise pursuant to the provisions of the Bankruptcy Code, to any person or entity who shall have made a bona fide offer to accept an assignment of this Agreement on terms acceptable to the trustee or Franchisee, Franchisor shall thereupon have the prior right and option, to be exercised by notice to the trustee or Franchisee given at any time prior to the effective date of such proposed assignment, to accept an assignment of this Agreement upon the same terms and conditions and for the same consideration, if any, as the bona fide offer made by such person.

(d) Any person or entity to which the trustee's or Franchisee's interest in this Agreement is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Agreement on or after the date of such assignment. As part of providing adequate assurance to Franchisor, any such assignee shall, upon demand, execute and deliver to Franchisor an instrument confirming such assumption.

(e) The following factors may be considered by Franchisor as necessary in order to determine whether or not the proposed assignee has furnished Franchisor with adequate assurances of its ability to perform the obligations of this Agreement, in accordance with Section 10.6(a)(i) above:

(i) the assignee (and its owners if assignee is an entity) has satisfied Franchisor that it meets Franchisor's management, business experience and aptitude, and financial standards for franchisees, has met all of Franchisor's then-current standards and requirements for becoming a Filli Café franchisee (which standards and requirements need not be in writing) and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to demonstrate ability to conduct the Franchised Businesses;

(ii) that assumption or assignment of this Agreement is subject to all the provisions hereof, including provisions such as location, use, and the restrictive covenants set forth in Articles 8 and 9, and will not breach any term or condition of, or constitute a default under, any term or condition of any contract, agreement, arrangement, or other commitment to which the assignee or any holder of a legal or beneficial interest in assignee is a party or by which assignee or such holder of a legal or beneficial interest in assignee is bound (including any agreement not to compete), or constitute an event which, with notice, lapse of time or both, would result in such a breach or event of default nor to assignee's knowledge, result in the violation by assignee or any such holder of a legal or beneficial interest in assignee of any applicable statute, rule, regulation, ordinance, code, judgment, order, injunction or decree; and

(iii) demonstration that the assumption or assignment will not disrupt business operations of the Franchised Businesses.

(f) In the event Franchisor rejects the proposed assignee, to the extent permitted by applicable law, the rights and obligations of the parties hereto shall continue to be governed by the terms of this Agreement, and Franchisee shall have all the rights of a franchisee under applicable law.

XI. RIGHT OF FIRST REFUSAL TO ACQUIRE FRANCHISEE'S BUSINESS

11.1 Franchisor's Right of First Refusal

(a) Franchisor shall have the right, exercisable within thirty (30) days after receipt of notice set forth in Section 10.3(a)(i) and the details of the proposed transfer and bona fide offer, to send written notice to Franchisee that Franchisor intends to purchase the interest in this Agreement, the Franchised Business(es) or an ownership interest in Franchisee proposed to be transferred. Franchisor may assign this right of first refusal to a third-party either before or after Franchisor exercises such right. However, this right of first refusal shall not apply to transfers among Franchisee's current Owners or to a legal entity wholly owned by Franchisee.

(b) Notice of the bona fide offer must include a description of the interest in the Franchisee or this Agreement and the Franchised Business(es) to be sold, the proposed payment terms, including amount of the contract deposit, the sources and terms of any financing for the proposed purchase price and a description of any conditions to closing which have been requested by the prospective transferee. To be a valid bona fide offer, the proposed purchase price must be stated in U.S. dollars and the prospective transferee must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price. The right of first refusal process will not be triggered by a proposed transfer that would not be permitted under Article X. Franchisor may require Franchisee (or its Owners) to send Franchisor copies of any materials or information sent to the proposed prospective transferee regarding the possible transaction.

(c) Franchisor may by written notice delivered to Franchisee or its selling Owner(s) within thirty (30) days after it receives an exact copy of the bona fide offer and all other information Franchisor requests, elect to purchase the interest offered under the same terms or conditions contained in the bona fide offer provided that:

(i) Franchisor may, in its sole discretion, substitute cash, notes payable monthly in no less than five (5) years, or some combination of each for any form of payment proposed in the bona fide offer (such as ownership interests in a privately-held entity) and Franchisor's credit shall be deemed equal to the credit of any prospective transferee (meaning that if the proposed consideration includes a promissory note, Franchisor may provide a promissory note with the same terms as those offered by the prospective transferee);

(ii) Franchisor will have an additional thirty (30) days to prepare for closing after notifying Franchisee of its election to purchase; and

(iii) Franchisor must receive, and Franchisee and its Owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in a legal entity, as applicable, including without limitation representations and warranties regarding:

(1) ownership and condition of and title to ownership interests and/or assets; liens and encumbrances relating to ownership interests and/or assets; and

(2) validity of contracts and the liabilities, contingent or otherwise, of the entity whose assets or ownership interests are being purchased.

(d) If Franchisor exercises its right of first refusal, Franchisee and its selling Owners agree that for two (2) years beginning on the closing date, they will be bound by the covenants contained in subsection 9.1(d) of this Agreement.

(e) If Franchisor does not exercise its right of first refusal, Franchisor shall, within thirty (30) days after the right of first refusal has expired, notify Franchisee (and/or any of its Owners) in writing of its approval or disapproval of the prospective transferee. Franchisee or its Owners may complete the sale to the prospective transferee on the terms and conditions stated within the bona fide offer provided to Franchisor pursuant to Paragraph 11.1(a), but only if Franchisor otherwise approves the transfer in accordance with Section 10.3 and Franchisee (and its Owners) and the transferee comply with the conditions of that Section. This means that even if Franchisor does not exercise its right of first refusal (whether or not it is properly triggered as provided above), if the proposed transfer otherwise would not be allowed under Section 10.3, then Franchisee (or its Owners) may not complete the transfer.

(f) If Franchisee (or its Owners) does not complete the transfer to the prospective transferee within sixty (60) days after Franchisor notifies Franchisee (and/or any of its Owners) that Franchisor does not intend to exercise its right of first refusal, or if there is a material change in the terms of the transfer (which Franchisee and/or its Owners agree to promptly advise Franchisor), then Franchisor or its designee will have an additional right of first refusal during the thirty (30) day period following either the expiration of the sixty (60) day period or Franchisor's receipt of notice of the material change(s) in the sale's terms. This additional right of first refusal shall be to purchase on the terms originally offered or the modified terms, at the option of Franchisor or its designee.

11.2 Public Offerings

Despite any other provisions in this Agreement, Franchisee (and its Owners) may not attempt to raise or secure funds by selling or offering to sell any ownership interest in Franchisee (including without limitation common or preferred stock, bonds, debentures, membership interests or general or limited partnership interests) in a public offering for which a registration statement

must be filed with the Securities Exchange Commission or with any similar state regulatory authority having jurisdiction over the sale of securities where registration is required as a condition of the sale of securities in that state.

XII. PRINCIPAL TRADEMARKS AND COPYRIGHTED INFORMATION

12.1 Ownership of the Principal Trademarks and Copyrighted Information

Franchisee acknowledges and agrees that Franchisor and/or its principals are the owners of the Principal Trademarks and that Franchisor and/or its principals claim copyright protection in certain material used in the System and in the development and operation of Filli Café business, including the Confidential Operating Manual, Advertising Materials, Social Media Materials and similar materials whether created by Franchisor, any franchisee of Franchisor and/or any third-party ("Copyrighted Information"). Franchisor is authorized to license to Franchisee the limited right to use the Principal Trademarks and Copyrighted Information. Franchisee's right to use the Principal Trademarks and Copyrighted Information is derived solely from this Agreement and is limited to the conduct of business by Franchisee pursuant to and in compliance with this Agreement and all System Standards prescribed by Franchisor from time to time during the term of this Agreement. Franchisee agrees not to represent in any manner that Franchisee has acquired any ownership rights in the Principal Trademarks or Copyrighted Information. Any unauthorized use of the Principal Trademarks or Copyrighted Information by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Principal Trademarks and Copyrighted Information. Franchisee acknowledges and agrees that all usage of the Principal Trademarks and Copyrighted Information by Franchisee and any goodwill established by Franchisee's use of the Principal Trademarks and Copyrighted Information shall inure to the exclusive benefit of Franchisor and its principals; that this Agreement does not confer any goodwill or other interests in the Principal Trademarks or Copyrighted Information upon Franchisee; and that upon the expiration or termination of this Agreement for any reason, no monetary amount shall be assigned to Franchisee as attributable to any goodwill associated with Franchisee's use of the Principal Trademarks or Copyrighted Information. Further, in the event Franchisee develops or causes to be developed for its behalf, marketing materials or campaigns, then Franchisee hereby grants an unlimited, royalty-free license to Franchisor to use and to sublicense to other franchisees the right to use such marketing materials or campaigns, and upon written request by Franchisor, Franchisee shall take all actions, including but not limited to executing any and all agreements or documents, to assign to Franchisor and/or its principals, all intellectual property rights in and to such marketing materials and campaigns developed by or on behalf of Franchisee, including but not limited to moral rights. Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership, or assist another person in contesting the validity or ownership, of any of the Principal Trademarks or Copyrighted Information. All provisions of this Agreement applicable to the Principal Trademarks and Copyrighted Information apply to any additional trademarks, service marks, commercial symbols and proprietary information authorized for use by and licensed to Franchisee by Franchisor after the Effective Date.

12.2 Use of Principal Trademarks and Copyrighted Information

Franchisee shall not use any Principal Trademark or Copyrighted Information: (a) as part of any corporate or trade name; (b) with any prefix, suffix or other modifying words, terms, designs, symbols or in any modified form; (c) in connection with the sale of any unauthorized product or service; (d) as part of any domain name, homepage, electronic address or otherwise in connection with a website (unless in connection with Franchisor's approved System website); or (e) in any other manner not expressly authorized in the Confidential Operating Manual or otherwise in writing by Franchisor. Franchisee agrees to give such notices of trademark and service mark registrations as Franchisor specifies and to obtain such fictitious or assumed name registrations required under applicable law. Franchisee agrees that this Agreement does not convey any right or property interest in the Principal Trademarks or Copyrighted Information licensed hereunder. Franchisee agrees to display the Principal Trademarks prominently as Franchisor prescribes at the Franchised Business location and on all Advertising Materials, Social Media Materials and other materials Franchisor designates.

12.3 Unauthorized Use of Principal Trademarks and Copyrighted Information

(a) Franchisee shall immediately notify Franchisor in writing of any apparent infringement or challenge to Franchisee's use of the Principal Trademarks or Copyrighted Information and of any claim by any person of any right in the Principal Trademarks or any similar trade name, trademark or service mark or Copyrighted Information of which Franchisee becomes aware. Franchisee shall not directly or indirectly communicate with any person other than Franchisor, its principals and their counsel, in connection with any such infringement, challenge or claim. Franchisor and its principals shall have the right to take such action as they deem appropriate (including no action) and the right to control exclusively any litigation, United States Patent and Trademark Office proceeding or other administrative proceeding arising out of such infringement, challenge or claim or otherwise relating to the Principal Trademarks or Copyrighted Information. Franchisee agrees to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of Franchisor, its principals and their counsel, be necessary or advisable to protect and maintain the interests of Franchisor and its principals in any such litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding or otherwise to protect and maintain the interests of Franchisor and its principals in the Principal Trademarks and Copyrighted Information, but shall take no action nor incur any expenses on behalf of Franchisor and its principals without Franchisor's prior written consent.

(b) In the event that any third-party makes a claim against Franchisee alleging that Franchisee's use of the Principal Trademarks or Copyrighted Information infringes upon the rights of such third-party, Franchisor and/or its principals agree to defend such claim and indemnify and hold Franchisee harmless therefrom, provided Franchisee has used the Principal Trademarks and Copyrighted Information only as expressly authorized in this Agreement, the Confidential

Operating Manual or otherwise in writing by Franchisor and provided further that Franchisee cooperates with Franchisor and its principals in the defense of such claim as set forth in this Section and in any other manner reasonably requested by Franchisor. The obligation of Franchisor and/or its principals to defend and indemnify with respect to such claim shall not extend to other claims made by the same third-party against Franchisor, its principals and/or Franchisee arising from matters for which Franchisee is responsible under applicable law or this Agreement; as to such other claims, if any, Franchisee agrees to defend the same and indemnify and hold Franchisor and its principals harmless therefrom.

(c) In addition to the other restrictions set forth herein regarding the use of the Principal Trademarks and Copyrighted Information:

- (i) Franchisee shall use only approved signage as designated by Franchisor;
- (ii) Franchisee's use of the Principal Trademarks, Copyrighted Information and other proprietary material is limited to use in conjunction with the Franchised Businesses;
- (iii) Franchisee shall use the Principal Trademarks and Copyrighted Information as designated by Franchisor;
- (iv) Franchisee shall display notice of independent ownership of each Franchised Business in signage and on all forms and marketing material as designated by Franchisor;
- (v) Franchisee shall acknowledge that any of its customers are customers of the Filli Café System and upon request transmit to Franchisor any records maintained by Franchisee on such customers. Franchisee agrees and acknowledges that Franchisee shall only have transactional use of customer information, which is solely to be used for the purpose of managing and operating the Franchised Businesses. Franchisee shall abide by the privacy right as established by Franchisor from time to time; and
- (vi) Franchisee acknowledges and agrees that Franchisee's rights to use the Principal Trademarks and Copyrighted Information granted herein shall cease to exist upon the termination or expiration of this Agreement.

12.4 Franchisor's Right to Modify

(a) If it becomes advisable at any time in Franchisor's sole discretion for Franchisor and/or Franchisee to modify or discontinue use of the Principal Trademarks, and/or use one or more additional or substitute trade names, trademarks, service marks, other commercial symbols or Copyrighted Information, Franchisee agrees to comply with Franchisor's directions within a reasonable time after notice to Franchisee by Franchisor. Franchisor need not reimburse Franchisee for its direct expenses of changing the signs or other materials of any of the Franchised

Businesses, for any loss of revenue due to any modified or discontinued Principal Trademarks or Copyrighted Information or for Franchisee's expenses incurred in promoting a modified or substitute trademark or service mark.

(b) Franchisor's rights in this subsection apply to any and all of the Principal Trademarks (and any portion of any Principal Trademark) and Copyrighted Information that Franchisor authorizes Franchisee to use in this Agreement. Franchisor may exercise these rights at any time and for any reason, business or otherwise, in Franchisor's sole discretion. Franchisee acknowledges both Franchisor's right to take this action and Franchisee's obligation to comply with Franchisor's directions.

12.5 Reservation of Rights

Franchisee acknowledges and agrees that the license granted to Franchisee to use the Principal Trademarks and Copyrighted Information is non-exclusive and Franchisor and its affiliates reserve any right not specifically granted to Franchisee under this Agreement, including but not limited to the right to: (a) grant other licenses for use of the Principal Trademarks and Copyrighted Information; (b) develop and establish other systems using the Principal Trademarks and/or Copyrighted Information or other names or marks and to grant licenses thereto without providing any rights to Franchisee; and (c) engage directly or indirectly through its employees, representatives, licensees, assigns, agents and others at wholesale, retail or otherwise, in (i) the production, distribution, license and sale of products and services and (ii) the use of the Principal Trademarks and Copyrighted Information (and any and all trademarks, trade names, service marks, logos, insignia, slogans, emblems, symbols, designs and other identifying characteristics as may be developed or used from time to time by Franchisor) in connection with the production, distribution, licensing and sale of such products and services.

XIII. RELATIONSHIP OF THE PARTIES

13.1 Independent Contractors

Franchisee and Franchisor understand and agree that this Agreement does not create a fiduciary relationship between the parties, that Franchisee and Franchisor are and will be independent contractors and that nothing in this Agreement is intended to make either party a special agent, joint venture partner, partner or employee of the other for any purpose. No employee of Franchisee will be considered an employee of Franchisor. Franchisor will not have the power to hire or fire Franchisee's personnel. Franchisee agrees to identify itself conspicuously in all dealings with customers, suppliers, public officials, personnel of any Franchised Business and others as the owner of the Franchised Businesses under a franchise granted by Franchisor and to place notices of independent ownership on all forms, Advertising Materials, Social Media Materials and other materials Franchisor requires from time to time.

13.2 No Liability for Acts of Other Party

Franchisee and Franchisor 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 their relationship is other than franchisor and franchise owner. Franchisor will not be obligated for any damages to any person or property directly or indirectly arising out of the operation of the Franchised Business.

13.3 Taxes

Franchisor will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property or other taxes, whether levied upon Franchisee or the Franchised Businesses, due to the business Franchisee conducts (except for Franchisor's income taxes). Franchisee is responsible for paying these taxes and must reimburse Franchisor for any taxes that Franchisor must pay to any state taxing authority on account of Franchisee's operation of the Franchised Businesses or payments that Franchisee makes to Franchisor, including without limitation any income tax and the withholding thereof. For the avoidance of doubt, Franchisee agrees and acknowledges that in the event that any taxes, including but not limited to withholding taxes, are required to be deducted or withheld from any payments made by the Franchisee to the Franchisor under this Agreement, the Franchisee will gross up/increase the amount due to the Franchisor so that the Franchisor receives the full amount due, net of any such deductions or withholdings. The Franchisee will be responsible for paying any and all taxes, making any and all withholdings and otherwise complying with all applicable laws, codes and regulations.

XIV. DEFAULT AND TERMINATION

14.1 Termination by Franchisee

Franchisee may terminate this Agreement only upon written notice to and the written consent of Franchisor, which may be granted or withheld by Franchisor in its sole discretion, for any reason or no reason. In that event, Franchisee shall remain obligated to comply with all post-termination covenants and outstanding obligations, which may include but are not limited to the payment of liquidated damages to Franchisor as provided for herein.

14.2 Termination by Franchisor with Cause

Franchisor may terminate this Agreement if Franchisee defaults under the Agreement as provided herein or is in default under any other agreement with Franchisor, its affiliates or Suppliers. Franchisor's election to terminate this Agreement with Franchisee in no way constitutes a waiver of Franchisor's rights hereunder or any other rights available at law or in equity, including its rights to damages. Termination of this Agreement encompasses termination of any and all rights granted to Franchisee by Franchisor.

14.3 Automatic Termination without Notice

Franchisee will be in default under this Agreement and all rights granted by this Agreement

to Franchisee will automatically terminate without notice to Franchisee immediately upon the happening of any of the following: (i) Franchisee (or any of its Owners) makes an assignment for the benefit of creditors or admits in writing its insolvency or inability to pay its debts generally as they become due; (ii) Franchisee (or any of its Owners) files a voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against Franchisee and such petition is not withdrawn within thirty (30) days; (iii) Franchisee (or any of its Owners) consents to the appointment of a receiver, trustee or liquidator of all or the substantial part of its property; (iv) any of the Franchised Business locations is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant or levy is vacated within thirty (30) days; (v) Franchisee (or any of its Owners) fails to pay any financial obligation owed to any lending institution that provided financing to Franchisee under an arrangement with Franchisor within thirty (30) days of when due; or (vi) any order appointing a receiver, trustee or liquidator of Franchisee (or any of its Owners) is not vacated within thirty (30) days following the order's entry.

14.4 Termination by Franchisor upon Notice

Franchisor may terminate this Agreement by written notice of termination to Franchisee without an opportunity to cure, effective immediately upon delivery of notice if any of the following occur:

(a) Franchisee (or any of its Owners) has made or makes any material misrepresentation or omission in acquiring the franchise or operating any of the Franchised Businesses;

(b) Franchisee underreports Gross Revenues by two percent (2%) or more in any report on three (3) or more occasions within a thirty-six (36) month period during the term of this Agreement, whether or not Franchisee subsequently rectifies such deficiency;

(c) Franchisee underreports Gross Revenues by more than five percent (5%) in any report during the term of this Agreement, whether or not Franchisee subsequently rectifies such deficiency;

(d) Franchisee engages in any business activity not approved by Franchisor, including the sale of goods or services not approved by Franchisor or fails to obtain the written approval of Franchisor as required;

(e) Franchisee fails to follow the recipes, use the required ingredients in preparation of approved products or obtain ingredients and goods from Suppliers as required for the preparation of approved products;

(f) Franchisee (or any of its Owners) is or has been convicted by a trial court of or pleads or has pleaded no contest to a felony, a crime of moral turpitude or any other crime or offense relating to the operation of any of the Franchised Businesses;

(g) Franchisee (or any of its Owners) engages in any dishonest or unethical conduct which in Franchisor's opinion adversely affects the reputation of any of the Franchised Businesses or the goodwill associated with the Principal Trademarks;

(h) Franchisee fails to pay when due any federal or state income, service, sales or other taxes due on the operation of any of the Franchised Business unless Franchisee is in good faith contesting its liability for these taxes;

(i) Franchisee (or any of its Owners): (i) fails on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with this Agreement, whether or not such failures are corrected after Franchisor's delivery of notice; or (ii) fails on two (2) or more separate occasions within any six (6) consecutive month period to comply with the same obligation under this Agreement, whether or not such failures are corrected after Franchisor's delivery of notice;

(j) Franchisee violates any health, safety or sanitation law, ordinance or regulation or operates the Franchised Business in an unsafe manner and does not begin to cure the violation immediately and correct the violation within seventy-two (72) hours after Franchisee receives notice from Franchisor or any other party;

(k) Franchisee and/or its Owners fail to comply with the restrictions on use of Confidential Information contained in Article VIII, the covenants contained within Article IX, and the Confidentiality, Non-Use and Non-Competition Agreement or otherwise fail to refrain from copying, duplicating, recording or reproducing the Confidential Operating Manual;

(l) Franchisee fails to comply with any of the requirements pertaining to Franchisor's proprietary information or Principal Trademarks;

(m) Franchisee (or any of its Owners) makes or attempts to make an unauthorized assignment of this Agreement, an ownership interest in Franchisee or the Franchised Business; or

(n) Franchisee relocates or attempts to relocate the Franchised Business without the prior written approval of Franchisor.

14.5 Termination by Franchisor after Notice and Opportunity to Cure

Franchisee will have ten (10) days or any greater number of days permitted by Franchisor or required by law, to cure any default for which Franchisor has given written notice of termination under this Section 14.5 and to provide Franchisor with satisfactory evidence of the cure. If the default is not cured within the prescribed period, this Agreement will terminate without the need for further notice effective immediately on the expiration date of the cure period. Franchisor shall have the sole and exclusive right to determine what actions must be taken by Franchisee to cure a default; if such right is exercised, Franchisor shall advise Franchisee in writing of such actions.

These curable defaults are each of the following:

- (a) Franchisee fails to maintain the insurance Franchisor requires;
- (b) Franchisee fails to maintain any and all licenses required by law;
- (c) Franchisee fails to pay Franchisor, its affiliates or any Suppliers any amounts due;
- (d) Franchisee fails to provide any reports and information when due;
- (e) Franchisee fails to comply with the transfer requirements under Section 10.4;
- (f) Franchisee does not commence operating the first Franchised Business within twelve (12) months after the Effective Date of this Agreement, and each subsequent Franchised Business by the deadline set forth in Exhibit 2 for such Franchised Business, unless such time is extended by Franchisor;
- (g) Franchisee (or its Operating Principal) does not complete initial training to the satisfaction of Franchisor in its sole discretion;
- (h) Franchisee abandons or fails actively and continuously to operate a Franchised Business. A failure to operate a Franchised Business for a period in excess of three (3) consecutive days shall be deemed such a default, whether or not as a result of the fault of Franchisee, except where closure is due to fire, riot, flood, acts of terrorism or natural disaster and Franchisee notifies Franchisor within five (5) days after the particular occurrence to obtain Franchisor's written approval to remain closed for an agreed upon amount of time as is necessary under the circumstances before Franchisee will be required to re-open;
- (i) Franchisee fails to maintain or remodel each of the Franchised Business location as required by Section 7.4 herein;
- (j) Franchisee fails to comply with laws as required by Sections 5.6 and 7.14 herein;
- (k) Franchisee defaults under any mortgage, deed of trust or lease with any third-party covering any of the Franchised Business locations; such party treats such act or omission as a default; and Franchisee fails to cure such default to the satisfaction of such third-party within any applicable cure period granted to Franchisee by such third-party;
- (l) Franchisee loses the right to operate a Franchised Business from the applicable Franchised Business location;
- (m) Except as otherwise provided in this Article, Franchisee (or any of its Owners) fails to comply with any other provision of this Agreement, any System Standard or as specified in the Confidential Operating Manual or otherwise by Franchisor in writing; or

(n) Franchisee, its affiliates or any guarantor(s) hereof default in any other agreement with Franchisor, its affiliates and/or any Supplier and such default is not cured in accordance with the terms of such other agreement.

14.6 Franchisee's Obligations on Termination or Expiration

Franchisee shall have the following obligations on termination or expiration of this Agreement unless as otherwise indicated:

(a) Franchisee shall pay to Franchisor, its affiliates and/or Suppliers within fifteen (15) days after the effective date of termination or expiration of this Agreement all sums owed (including all Royalties) by Franchisee to Franchisor, its affiliates, or Suppliers which are then unpaid. Franchisee shall pay to any lender who had provided financing to Franchisee under an arrangement with Franchisor if applicable, all sums then unpaid. Upon termination for any default by Franchisee, Franchisee shall also pay all actual and consequential damages, costs and expenses including attorneys' fees incurred by Franchisor as a result of the default;

(b) Franchisee shall immediately cease to be a Filli Café franchisee and shall immediately cease operating the Franchised Businesses. Franchisee may not directly or indirectly at any time or in any manner identify itself or in any business as a current or former Filli Café franchisee or as one of Franchisor's current or former franchisees; use any Principal Trademark, any colorable imitation of a Principal Trademark or other indicia of the Franchised Businesses in any manner or for any purpose; use in any advertising, marketing or promotion any methods, procedures or techniques associated with the System including any Advertising Materials and Social Media Materials; use for any purpose any trade name, trademark or service mark or other commercial symbol that indicates or suggests a connection or association with Franchisor; or use any proprietary software used in the System;

(c) Franchisee agrees to take the action required to cancel all fictitious or assumed names or equivalent registrations relating to its use of any of the Principal Trademarks within fifteen (15) days of termination or expiration;

(d) If Franchisor does not exercise its option to purchase the Franchised Businesses pursuant to Section 14.7, Franchisee must de-identify each such Franchised Business by making all physical changes necessary, including but not limited to removing any and all trade dress, décor, physical characteristics, color combination, signage and uniforms indicative of the Filli Café System. Franchisee agrees to return to Franchisor (at no charge or cost to Franchisor) within thirty (30) days all sign-faces, sign-cabinets, Advertising Materials, Social Media Materials, forms and other materials containing any of the Principal Trademarks or otherwise identifying or relating to the Franchised Business that Franchisor requests and to allow Franchisor, without liability to Franchisor or third-parties, to enter each such Franchised Business location and to make any change Franchisor deems appropriate and to remove any of the aforementioned items from each

such Franchised Business location;

(e) Franchisee shall immediately cease using the Copyrighted Information and related information and/or items which bear the Principal Trademarks, all trade secrets and any Confidential Information and any copies, equipment or other property owned by Franchisor or its affiliates. Franchisee shall transfer such materials, property and data in the form maintained by Franchisee to Franchisor (at no charge or cost to Franchisor) within thirty (30) days of termination or expiration of this Agreement. Franchisee shall retain no copy or record of any of the foregoing; provided however, Franchisee may retain its copy of this Agreement, any correspondence between the parties and any other document which Franchisee reasonably needs for compliance with any applicable provision of law;

(f) Franchisee and its Owners and employees shall comply with all post-term covenants as set forth in Article IX of this Agreement and the Confidentiality, Non-Use and Non-Competition provisions of Exhibits 6 and 7, all of which shall survive termination or expiration of this Agreement.

(g) Franchisee shall notify the telephone company, all telephone directory publishers, Internet and website listing services and directories, websites, URLs, domain name registers, email hosts and providers and any and all other web based platforms or programs or other media, including but not limited to all Social Media Platforms in which the Franchised Business is listed or Principal Trademarks displayed of the termination or expiration of its right to use any telephone, facsimile or other numbers, telephone directory listings, email addresses, domain names, website addresses, URLs, Internet and website directory listings, web based platform and program accounts, including but not limited to Social Media Platform accounts and other media in which the Franchised Business is listed or the Principal Trademarks is displayed;

(h) Franchisee shall allow Franchisor to utilize the Internet Advertising and Telephone Listing Agreement attached as Exhibit 8 hereto;

(i) Franchisee shall authorize and not interfere with the transfer of Franchisee's telephone, facsimile and other numbers, telephone directory listings, email addresses, domain names, website addresses, URLs, Internet and website directory listings, Social Media Platform accounts and other media in which each such Franchised Business is listed or the Principal Trademarks displayed to Franchisor;

(j) Franchisor shall instruct the telephone company, all websites, URLs and any other advertising entities or websites to forward all calls made to any of the Franchisee's telephone, facsimile or other numbers as well as Internet and website searches made for Franchisee's websites and URLs, to those telephone number(s) and website(s) and URL(s) that Franchisor specifies and Franchisee shall take all actions necessary to effectuate the forwarding of such calls and Internet and website searches to telephone number(s), website(s) and/or URL(s) Franchisor specifies;

(k) Franchisee shall provide Franchisor with a complete list of a list of employees,

clients and customers of the Franchised Businesses, together with their respective telephone numbers and addresses and a complete list of any outstanding obligations Franchisee may have to any third parties;

(l) Franchisee agrees and acknowledges that in addition to any other rights and remedies to which Franchisor and its affiliates may be entitled, Franchisor and its affiliates may enforce any rights and remedies of a secured party under the UCC as enacted in the state where the Territory is located, pursuant to the security interest granted in Section 7.15 herein, including but not limited to the right to enter each such Franchised Business location to remove and repossess any equipment, products and goods in which Franchisor and its affiliates have been granted a security interest, without notice to Franchisee. Franchisee hereby waives and releases the Released Parties from any and all claims in connection therewith and arising therefrom. At the request of Franchisor or its affiliates following an event of default, Franchisee shall assemble and make available to Franchisor and its affiliates all equipment, products and goods in which Franchisor and its affiliates have been granted a security interest, at a place to be designated by Franchisor or its affiliates which is reasonably convenient to both parties; and

(m) Franchisee shall give to Franchisor, within thirty (30) days after the expiration or termination of this Agreement, evidence satisfactory to Franchisor of Franchisee's compliance with these obligations.

14.7 Right to Purchase Franchised Business

Providing Franchisor has not exercised its rights under the security interest defined in Section 7.15 hereof, upon termination of this Agreement (except where Franchisee enters into a successor agreement), then Franchisor shall have the option of acquiring the assets of each Franchised Business, including but not limited to the Operating Assets as Franchisor may determine, at the book value of such assets with no value attributable to goodwill, which the parties hereby agree and acknowledge belongs solely to Franchisor. Franchisor may, in its sole discretion, deliver cash, notes payable monthly in no less than five (5) years or some combination of each as payment for the assets of the Franchised Businesses.

14.8 Notice Required By Law

If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits Franchisor's rights of termination under this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be considered modified to conform to the minimum notice, cure periods or restrictions upon termination required by applicable laws and regulations. However, Franchisor will not be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

14.9 Liquidated Damages

(a) The parties recognize the difficulty of ascertaining damages to Franchisor resulting from premature termination of this Agreement before its expiration. For this reason, Franchisor and Franchisee have provided for liquidated damages for the lost benefits of the bargain for Franchisor. Such liquidated damages represent Franchisor's and Franchisee's best estimate as to the damages arising from the circumstances in which they are provided; are only damages for the future profits lost to Franchisor due to the termination of this Agreement before its expiration; are not a penalty or as damages for breaching this Agreement; and are not in lieu of any other payment or remedy.

(b) If at any time, Franchisee terminates this Agreement without Franchisor's written consent or this Agreement is terminated by Franchisor for cause, then Franchisee agrees to pay Franchisor within ten (10) days of termination an amount equal to the lesser of twenty-four (24) months or the actual number of months remaining in the term of this Agreement times the monthly average amount of the Royalties and other fees owed by Franchisee under the relevant sections of this Agreement for the twenty-four (24) month period prior to termination (or the entire term prior to termination if less than twenty-four (24) months) based on Franchisee's actual Gross Revenues. If the Franchisee did not operate any of its Franchised Businesses at all during the twenty-four (24) month period immediately preceding termination, then for purposes of calculating liquidated damages under this Section, the monthly average amount of Royalties and other fees owed by Franchisee shall be based on the monthly average Gross Revenues generated during such twenty-four (24) month period by all franchised businesses then operating in the System (the "System-wide Average"); in such event the Franchisee shall pay to Franchisor within ten (10) days of termination an amount equal to the System-wide Average multiplied by the lesser of twenty-four (24) months number or the actual number of months remaining in the term of this Agreement.

(c) Franchisee will be entitled to a credit against the sums calculated according to subsection (b) for all amounts paid to Franchisor in advance for that period.

(d) These damages are in addition to any monies due to Franchisor for past due payments or any other actual or consequential damages.

14.10 Assumption of Management: Step-In Rights.

(a) In order to prevent any interruption of operations which would cause harm to one or more of the Franchised Businesses, thereby depreciating the value thereof, Franchisor shall have the right, but not the obligation, to step-in and designate an individual of Franchisor's choosing (an "Interim Manager") for so long as Franchisor deems necessary and practical to temporarily manage one or more of the Franchised Businesses: (i) if Franchisee fails to comply with any System Standard or provision of this Agreement and does not cure the failure within the time period specified by this Agreement or Franchisor; (ii) if Franchisor determines, in its sole judgment, that the operation of such Franchised Business(es) is in jeopardy; (iii) if Franchisor determines, in its sole discretion that operational problems require that Franchisor operates such

Franchised Business; (iv) if Franchisee abandons or fails to actively operate such Franchised Business; (v) upon Franchisee or its Operating Principal's absence, termination, serious or chronic illness, death, incapacity, or disability (death, incapacity or disability being subject to Section 10.4 above); or (vi) if Franchisor deems Franchisee or its Operating Principal incapable of operating the Franchised Business ("Step-in Rights"). If Franchisor exercises the Step-In Rights:

(i) Franchisee agrees to pay Franchisor, in addition to all other amounts due under this Agreement, an amount equal to twenty percent (20%) of the Gross Revenues of such Franchised Business per day that the Interim Manager manages such Franchised Business, plus the Interim Manager's direct out-of-pocket costs and expenses;

(ii) all monies from the operation of each such Franchised Business during such period of operation by Franchisor shall be kept in a separate account, and the expenses of each such Franchised Business, including fees, compensation and direct out-of-pocket costs and expenses for the Interim Manager, shall be charged to said account;

(iii) Franchisee acknowledges that the Interim Manager will have a duty to utilize only reasonable efforts and will not be liable to Franchisee or your owners for any debts, losses, or obligations incurred by such Franchised Business, or to any of the Franchisee's creditors for any supplies, products, or other assets or services purchased by the applicable Franchised Business, while Interim Manager manages it;

(iv) the Interim Manager will have no liability to Franchisee except to the extent directly caused by its gross negligence or willful misconduct. Franchisor will have no liability to Franchisee for the activities of an Interim Manager unless Franchisor is grossly negligent in appointing the Interim Manager, and Franchisee will indemnify and hold Franchisor harmless for and against any of the Interim Manager's acts or omissions, as regards to the interests of Franchisee or any third parties; and

(v) Franchisee agrees to pay all of Franchisor's reasonable attorney's fees and costs incurred as a consequence of Franchisor's exercise of the Step-In Rights.

(b) Nothing contained herein shall prevent Franchisor from exercising any other right which Franchisor may have under this Agreement, including, without limitation, termination.

14.11 Partial Termination.

In each instance described in this Article XIV in which Franchisor has the right to terminate this Agreement, as an alternative thereto and without limiting Franchisor's right to so terminate this Agreement, Franchisor shall have the right to effectuate a "Partial Termination" which includes, among other things, the right to (i) terminate the Franchisee's right to develop additional Franchised Businesses; (ii) modify the Territory rights including but not limited to terminating any

protection right, exclusivity rights and/or granting protection to the Territory to a third-party; (iii) re-designate the boundaries of the Territory; (iv) reduce the number of Franchised Businesses Franchisee may establish hereunder; (v) permit Franchisee to extend the term of the Development Schedule; (vi) terminate or modify any right of first refusal that may have been granted to Franchisee; (vii) terminate Franchisee's right to operate one or more of the Franchised Businesses then in existence; or (viii) pursue any other remedy Franchisor may have at law or in equity including but not limited to a suit for non-performance. If Franchisor elects to terminate Franchisee's right to operate one or more Franchised Businesses pursuant to a Partial Termination, then Franchisee shall comply with the provisions of this Article XIV with respect to each such terminated Franchised Business as though the Franchise Agreement had terminated solely as to such Franchised Business, including without limitation Franchisee's obligations to cease operating such terminated Franchised Business, de-identify such terminated Franchised Business, comply with all applicable post-term covenants, and pay all liquidated damages, fees, costs and expenses due in connection with the operation of such terminated Franchised Business.

XV. UNAVOIDABLE DELAY OR FAILURE TO PERFORM (FORCE MAJEURE)

(a) Any delay in the performance by Franchisor or Franchisee of any duties under this Agreement or any non-performance of such duties that is not the fault of Franchisor or Franchisee (as applicable) or within Franchisee's or Franchisor's reasonable control, including but not limited to: fire; floods; natural disasters; Acts of God; war; riots or other civil disturbances; acts by public enemies; compliance with governmental acts, laws, rules or regulations which were not in effect and could not be reasonably anticipated as of the date of this Agreement; inability to secure necessary governmental priorities for materials; any delays or defaults in deliveries by common carriers and/or postal services and/or overnight couriers; computer network outages; strikes or other labor disturbances; interference by civil or military authorities; and any other similar event beyond such party's control without its fault or negligence will not constitute a breach or cause a default under this Agreement, provided, however, that Franchisor or Franchisee (as applicable) will take all steps reasonably possible to mitigate damages caused by such failure or delay.

(b) Notwithstanding the foregoing, if any such failure or delay continues for more than one hundred eighty (180) days, then Franchisor will have the right at any time thereafter during the continuance of such failure or delay to terminate this Agreement upon thirty (30) days advance written notice to Franchisee.

XVI. WAIVER AND DELAY

No waiver or delay in either party's enforcement of any term, covenant or condition of this Agreement which has been breached will be construed as a waiver by that party of any preceding or succeeding breach, or any other term, covenant or condition of this Agreement. Without limiting any of the foregoing, the acceptance of payment of any amounts will not be, nor be construed to be, payment in full or satisfaction of all amounts due and owing or any amounts to become due

and shall not be, nor construed to be a waiver of any breach of any term, covenant or condition of this Agreement.

XVII. FRANCHISOR'S WITHHOLDING OF CONSENT: EXCLUSIVE REMEDY

In no event may Franchisee make any claim for money damages based on any claim or assertion that Franchisor has unreasonably withheld or delayed any consent or approval to a proposed act by Franchisee under the terms of this Agreement. Franchisee waives any such claim for damages. Franchisee may not claim any such damages by way of set-off, counterclaim or defense. Franchisee's sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions, for specific performance or for declaratory judgment.

XVIII. NOTICE OF FRANCHISOR'S ALLEGED BREACH AND RIGHT TO CURE AND PERIOD TO BRING CLAIM

18.1 Notice

Franchisee agrees to give Franchisor immediate written notice of any alleged breach or violation of this Agreement after Franchisee has constructive or actual knowledge of same, or has reason to know, should reasonably know, believes, determines or is of the opinion that there has been an alleged breach of this Agreement by Franchisor including any acts of misfeasance or nonfeasance, whether or not Franchisee believes, determines or is of the opinion that provision of such notice would be futile. Franchisor shall have ninety (90) days from Franchisor's receipt of Franchisee's notice to cure such alleged breach. If Franchisee does not give written notice to Franchisor of any alleged breach of this Agreement within ninety (90) days from the date that Franchisee has constructive or actual knowledge of, or has reason to know, should reasonably know, believes, determines or is of the opinion that there has been an alleged breach by Franchisor then Franchisor's alleged breach will be considered to be condoned, approved, waived and ratified by Franchisee; there will not be considered to be a breach of this Agreement by Franchisor; and Franchisee will be permanently barred from commencing any action against Franchisor for Franchisor's alleged breach or violation or defending any claim brought by Franchisor or its affiliates against Franchisee based on Franchisor's alleged breach or violation. Franchisee agrees that the purported futility of providing Franchisor with notice of an alleged breach shall not excuse the obligation to provide notice, as required hereunder, and such notice and cure period shall be deemed a condition precedent to any claim made by Franchisee.

18.2 Right to Cure

In addition to all other remedies granted pursuant to this Agreement, if Franchisee defaults in the performance of any of its obligations or breaches any term or condition of this Agreement

or any related agreement, then Franchisor may, at its election, immediately or at any time thereafter, without waiving any claim for breach under this Agreement and without notice to Franchisee, cure the default on Franchisee's behalf. Franchisor's costs and expenses associated with curing the default and all related expenses will be due and payable by Franchisee on demand.

18.3 Periods in which to Make Claims

(a) Any and all claims and actions arising out of or relating to this Agreement brought by any party against the other or any affiliate, must be commenced within one (1) year from when the party knew or should have known in the exercise of reasonable diligence of such claim or action.

(b) Notwithstanding the foregoing limitations, where any federal, state or local law provides for a shorter limitation period than above described, whether upon notice or otherwise, such shorter period will govern.

(c) The foregoing limitations may, where brought into effect by Franchisor's failure to commence an action within the time periods specified, operate to exclude Franchisor's right to sue for damages but will in no case, even upon expiration or lapse of the periods specified or referenced above, operate to prevent Franchisor from terminating Franchisee's rights and Franchisor's obligations under this Agreement as provided herein and under applicable law nor prevent Franchisor from obtaining any appropriate court judgment, order or otherwise which enforces and/or is otherwise consistent with such termination.

(d) The foregoing limitations shall not apply to Franchisor's claims arising from or relating to: (1) Franchisee's under-payment or non-payment of any amounts owed to Franchisor or any affiliate or otherwise related entity; (2) indemnification by Franchisee; (3) Franchisee's confidentiality, non-use, non-competition or other exclusive relationship obligations; and/or (4) Franchisee's unauthorized use of the Principal Trademarks

XIX. INJUNCTION

Franchisee explicitly affirms and recognizes the unique value and secondary meaning attached to the Filli Café System and the Principal Trademarks. Accordingly, Franchisee agrees that any non-compliance by Franchisee with the terms of this Agreement, or any unauthorized or improper use of the Filli Café System or the Principal Trademarks by Franchisee, will cause irreparable damage to Franchisor and other Filli Café franchisees. Franchisee therefore agrees that if it engages in this non-compliance or unauthorized and/or improper use of the Filli Café System or Principal Trademarks, during or after the period of this Agreement, Franchisor will be entitled to a declaration, temporary injunctive relief and permanent injunctive relief, without the need of a bond, against Franchisee from any court of competent jurisdiction, in addition to all other remedies which Franchisor may have at law. Franchisee consents to the entry of these temporary and permanent injunctions.

XX. INTEGRATION OF AGREEMENT

20.1 Integration of Agreement

(a) This Agreement and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements; provided, however, that nothing in this sentence is intended to disclaim the representations Franchisor made in the franchise disclosure document that Franchisor provided to Franchisee. Franchisee acknowledges that it is entering into this Agreement and all ancillary agreements executed contemporaneously with this Agreement, as a result of its own independent investigation of the System, the Franchisor and other franchised business and not as a result of any representations about Franchisor made by Franchisor, Franchisor's shareholders, officers, directors, employees, agents, representatives, independent contractors or franchisees which are contrary to the terms set forth in this Agreement or of any offering circular, prospectus, disclosure document or other similar document required or permitted to be given to Franchisee pursuant to applicable law.

(b) The Confidential Operating Manual and the terms contained therein are incorporated by reference in this Agreement, form a part of this Agreement and are enforceable pursuant to the terms of this Agreement.

20.2 No Oral Modification

This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. Franchisee expressly acknowledges that no oral promises or declarations were made to it and that Franchisor's obligations are confined exclusively to the terms in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise.

XXI. NOTICES

21.1 Notices

Any notice required or permitted to be given under this Agreement must be in writing; must be delivered to the other party personally, by certified mail (and return receipt requested, postage prepaid) or by documented overnight delivery with a reputable carrier and will be effective on the date that delivery is documented to have been first attempted. Any notice to Franchisor will be addressed to Franchisor at:

FiLLi IP Rights Management DWC LLC
Burjuman Business Tower - Office number 1404
Dubai, UAE
Attn: Abdul Rafiyah Filli

With a copy to:

Einbinder, Dunn, Dimitri & Bayer LLP
112 Madison Ave., 8th Floor
New York, New York 10016

Any notice to Franchisee will be sent to:

Franchisee

Either party to this Agreement may, in writing on ten (10) days' notice, inform the other of a new or changed address to which notices under this Agreement should be sent.

XXII. MISCELLANEOUS

22.1 Execution, Construction and Interpretation

(a) This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Facsimile or other electronic execution signatures will be considered as binding and conclusive as if original, provided that any party so executing must use all commercially reasonable efforts to furnish to the other party(ies) the originally executed document at the earliest opportunity.

(b) The titles and subtitles of the various Articles, Sections and subsections of this Agreement are inserted for convenience and will not affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement. The terms used in this Agreement, regardless of the number and gender in which they are used shall be construed to include the other number (singular or plural), and other genders (masculine, feminine, or neuter), as the context or sense of this Agreement or any Articles, Sections or subsections may require. The language of this Agreement will be in all cases construed simply according to its fair and plain meaning and not strictly for or against Franchisor or Franchisee.

(c) It is agreed that if any provision of this Agreement is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision will have the meaning which renders it valid.

(d) The parties agree to execute all other documents and perform all further acts necessary or desirable to carry out the purposes of this Agreement.

(e) Each reference in this Agreement to a corporation or partnership will also refer to a limited liability company, general or limited partnership and any other entity or similar organization. Each reference to the organizational documents, shareholders, directors, officers and stock of a corporation in this Agreement will also refer to the functional equivalents of the organizational documents, shareholders, directors, officers and voting and/or equity rights, as applicable, in the case of a limited liability company, general partnership, limited partnership or any other entity or similar organization (this specifically includes members and managers, general and limited partners, membership interests and general and limited partnership interests).

22.2 Severability

Nothing contained in this Agreement may be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation required to be made applicable to this Agreement, the latter will prevail, but the affected provision of this Agreement will be curtailed and limited only to the extent necessary to bring it within the requirement of the law. If any Article, Section, subsection, sentence or clause of this Agreement is held to be indefinite, invalid or otherwise unenforceable, the entire Agreement will not fail for this reason and the balance of the Agreement will continue in full force and effect. If any court of competent jurisdiction deems any provision of this Agreement (other than for the payment of money) so unreasonable as to be unenforceable as a matter of law, the court may declare a reasonable modification of this Agreement and this Agreement will be valid and enforceable and the parties agree to be bound by and perform this Agreement as so modified.

22.3 Similar Agreements

Franchisor makes no warranty or representation that anything contained in this Agreement may be construed as requiring that all Filli Café franchise agreements heretofore or hereafter issued by Franchisor to contain terms substantially similar to those contained in this Agreement. Further, Franchisee agrees and acknowledges that Franchisor may, in its reasonable business judgment, due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements heretofore or hereafter granted to other Filli Café franchisees in a non-uniform manner, subject to those provisions of this Agreement which require Franchisor to act toward its franchisees on a reasonably non-discriminatory basis.

XXIII. COSTS OF ENFORCEMENT; ATTORNEYS' FEES; GOVERNING LAW; JURISDICTION AND VENUE; CONSEQUENTIAL AND PUNITIVE DAMAGES; AND JURY WAIVER

23.1 Costs of Enforcement

Franchisor will be entitled to recover from Franchisee all costs and expenses including attorneys' fees for any failure to pay any amounts when due or any other failure to comply with this Agreement, including but not limited to collection costs and expenses, commissions paid to

collection agencies, attorneys and third parties. Franchisor will also be entitled to recover from Franchisee attorneys' fees, experts' fees, court costs and all other expenses of litigation if Franchisor prevails in any action instituted against Franchisee to secure or protect Franchisor's rights under this Agreement; to enforce the terms of this Agreement or any agreement between Franchisee and Franchisor; or in any action commenced or joined in by Franchisee against Franchisor.

23.2 Attorneys' Fees

If Franchisor becomes a party to any action or proceeding arising out of or relating to this Agreement or any and all related agreements, as a result of any claimed or actual act, error or omission of Franchisee (and/or any of Franchisee's Owners, officers, directors, management, employees, contractors and/or representatives) or any of the Franchised Businesses; by virtue of statutory, "vicarious," "principal/agent" or other liabilities imposed on Franchisor as a result of Franchisor's status as Franchisor; or if Franchisor becomes a party to any litigation or any insolvency proceeding involving Franchisee pursuant to any bankruptcy or insolvency code (including any adversary proceedings in conjunction with bankruptcy or insolvency proceedings), then Franchisee will be liable to Franchisor and must promptly reimburse Franchisor for the attorneys' fees, experts' fees, court costs, travel and lodging costs and all other expenses Franchisor incurs in such action or proceeding regardless of whether such action or proceeding proceeds to judgment. In addition, Franchisor will be entitled to add all costs of collection, interest, attorneys' fees and experts' fees to Franchisor's proof of claim in any insolvency or bankruptcy proceeding which Franchisee files.

23.3 Governing Law

This Agreement, all relations between the parties and any and all disputes between the parties, whether sounding in contract, tort or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the state of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New York, and if any of the Franchised Businesses are located outside of New York and the provision would be enforceable under the laws of the state in which each such Franchised Business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Section 23.3 is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of the state of New York or any other state or country, which would not otherwise apply.

23.4 Arbitration, Jurisdiction and Venue

(a) All claims, controversies or disputes, except for those claims, controversies or disputes provided for in Section 23.4(g), the party asserting the claim shall submit such claim, controversy or dispute exclusively to arbitration, to be held in New York, New York, before and

in accordance with the Commercial Rules of Arbitration of the AAA.

(b) Any arbitration under this Section 23.4 shall be conducted by a single arbitrator mutually agreed to by the parties. If within thirty (30) days after a demand for arbitration is made, the parties are unable to agree on a single arbitrator, an arbitrator shall be selected in the following manner: Franchisor and Franchisee shall obtain an identical list of arbitrators from the American Arbitration Association, containing an odd number of arbitrators, and shall take alternating turns striking the name of an arbitrator off the list until one name remains. Franchisee shall strike the first name off the list.

(c) In no event shall the arbitrator be entitled to award punitive, incidental, special or consequential damages against the Franchisor.

(d) Any award rendered in connection with an arbitration pursuant to this Section 23.4 shall be final and binding. The parties may initiate litigation in any court of competent jurisdiction to confirm, enter and enforce such arbitration award.

(e) Franchisor and Franchisee agree that arbitration will be conducted only on an individual, not a class-wide (including, but not limited to, on behalf of or in connection with an association of Filli Café franchisees, or any other trade association), basis, and that an arbitration proceeding between Franchisor (including its subsidiaries, affiliates, shareholders, officers, directors, managers, representatives and employees) and Franchisee (including its Owners, Operating Principal(s), principals and guarantors, if applicable) may not be consolidated with any other arbitration proceeding between them and any other person or legal entity. No findings, conclusions, orders or awards emanating from any arbitration proceeding conducted hereunder may be introduced, referred to or used in any subsequent or other proceeding as a precedent, to collaterally estop any party from advancing any claim or defense or from raising any like or similar issues, or for any other purpose whatsoever. The parties agree that the principles of collateral estoppel shall not apply in any arbitration proceeding conducted under this Section.

(f) Franchisor and Franchisee hereby agree and acknowledge that this Section 23.4 shall bind Franchisee's guarantors, whether or not such guarantors were named parties to the arbitration and/or litigation.

(g) Notwithstanding anything to the contrary above, Franchisor may institute litigation (without first proceeding with arbitration) exclusively in a court of competent jurisdiction: (1) to protect the Principal Trademarks, any intellectual property and Confidential Information; (2) to determine the validity of termination of this Agreement and/or any other related agreement as well as the Franchisor's exercise of its Partial Termination rights; (3) to enforce the termination of this Agreement and/or any other related agreement as well as to enforce the Franchisor's exercise of its Partial Termination rights; (4) to enforce the Confidentiality, Non-Use and Non-Competition Agreement and any other agreement executed by Franchisee; (5) to confirm, enter and enforce an arbitrator's award; (6) for monies owed; and (7) to enjoin or restrain Franchisee from otherwise

causing immediate and irreparable harm to Franchisor, its parent and/or its affiliates.

(h) Franchisee explicitly affirms and recognizes the unique value and secondary meaning attached to the System, the Principal Trademarks, any intellectual property and the Confidential Information. Accordingly, Franchisee agrees that any non-compliance by Franchisee with the terms of this Agreement and/or the terms of any Confidentiality, Non-Use and Non-Competition Agreement, Franchisee's operation of the franchise post-termination or any unauthorized or improper use of the System, the Principal Trademarks, any intellectual property, or Confidential Information by the Franchisee, will cause irreparable damage to the Franchisor, its affiliates and other Filli Café franchisees. Franchisee therefore agrees that if it engages in any non-compliant, post-termination operation of the franchise or unauthorized and/or improper use of the System, Principal Trademarks or Confidential Information during or after the period of this Agreement, Franchisor will be entitled to a declaration, temporary injunctive relief and permanent injunctive relief, without the need of a bond, against the Franchisee from any court of competent jurisdiction, wherever situated, as Franchisor may select, in addition to all other remedies which the Franchisor may have at law.

(i) Except as necessary to protect or enforce Franchisor's or Franchisee's rights in the proceeding, the arbitration proceeding and all information disclosed therein shall be subject to the confidentiality requirements of this Agreement.

(j) The provisions of this Section are intended to benefit and bind certain third-party non-signatories (including without limitation Franchisee's Owners and guarantors) and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

(k) The parties agree that for purposes of Section 23.4(g), a court of competent jurisdiction shall mean a court which is either a New York state court in New York, New York or in the United States District Court for the Southern District of New York in New York, New York. Franchisee hereby irrevocably submits itself and its guarantors to the jurisdiction and venue of a New York state court in New York, New York or in the United States District Court for the Southern District of New York in New York, New York. Franchisee hereby waives and covenants never to assert or claim that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

(l) Notwithstanding Section 23.4(k), if Franchisor determines that another court of competent jurisdiction, wherever situated, is appropriate, Franchisor may bring an action in such court. Franchisee hereby irrevocably submits itself and its guarantors to the jurisdiction and venue of such court as Franchisor may select. Franchisee hereby waives and covenants never to assert or claim that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

23.5 Consequential or Punitive Damages

IN NO EVENT WILL FRANCHISOR BE LIABLE TO FRANCHISEE FOR CONSEQUENTIAL OR PUNITIVE DAMAGES IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT; ANY BREACH, TERMINATION, CANCELLATION OR NON-RENEWAL OF THIS AGREEMENT; OR IN ANY OTHER ACTION OR PROCEEDING WHATSOEVER BETWEEN THE PARTIES TO THIS AGREEMENT AND/OR ANY OF THEIR AFFILIATES. FRANCHISEE HEREBY WAIVES AND COVENANTS NEVER TO ADVANCE ANY SUCH CLAIM FOR CONSEQUENTIAL OR PUNITIVE DAMAGES.

23.6 Waiver of Trial by Jury

TO THE EXTENT THAT EACH MAY LAWFULLY DO SO, FRANCHISEE AND FRANCHISOR BOTH WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION THAT MAY BE BROUGHT ON OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER AGREEMENT EXECUTED IN CONNECTION HEREWITH.

23.7 Waiver of Class Actions.

Each of the parties hereby irrevocably waive the right to litigate on a class action basis (including, but not limited to, on behalf of or in connection with an association of Filli Café franchisees, or any other trade association), in any action, proceeding or counterclaim, whether at law or in equity, brought by any party.

XXIV. GUARANTEE

(a) If Franchisee is a partnership, corporation or a limited liability company, personal guarantees shall be required from all Owners. Such personal guarantees must be executed on Franchisor's standard form Guarantee (Exhibit 9) concurrently with the execution of this Agreement.

(b) If Franchisee is in breach or default under this Agreement, Franchisor may proceed directly against each such individual and/or entity without first proceeding against Franchisee and without proceeding against or naming in the suit any other such individuals and/or entities. Franchisee's obligations and those of each such individual and/or entity will be joint and several. Notice to or demand upon one such individual and/or entity will be considered notice to or demand upon Franchisee and all such individuals and/or entities and no notice or demand need be made to or upon all such individuals and/or entities. The cessation of or release from liability of Franchisee or any such individual and/or entity will not relieve any other individual and/or entity from liability under this Agreement, except to the extent that the breach or default has been remedied or money owed has been paid.

XXV. SURVIVAL

Any provision of this Agreement which imposes an obligation following the termination or expiration of this Agreement will survive the termination or expiration and will continue to be binding upon the parties to this Agreement. This Agreement will be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

XXVI. FRANCHISEE'S REPRESENTATIONS AND ACKNOWLEDGMENTS

26.1 Franchisee's Representations

Franchisee represents and warrants to Franchisor with the intention that Franchisor is relying thereon in entering into this Agreement that:

(a) If Franchisee is a corporation, limited liability company, general partnership, partnership or limited partnership, then Franchisee is organized under the laws of the state of its principal place of business (or another state which Franchisee has identified to Franchisor) and is in good standing with and qualified to do business in each state and political/governmental subdivision having jurisdiction over each of the Franchised Businesses.

(b) If Franchisee is a corporation, limited liability company, general partnership, partnership or limited partnership, Franchisee has all corporate power and authority to execute, deliver, consummate and perform this Agreement and it will be binding upon Franchisee and its successors and assigns when executed.

(c) Franchisee does not have any material liabilities, adverse claims, commitments or obligations of any nature as of the date of execution of this Agreement, whether accrued, unliquidated, absolute, contingent or otherwise which are not reflected as liabilities on the balance sheets of Franchisee's current financial statements which Franchisee has furnished to Franchisor before the execution of this Agreement.

(d) As of the date of execution of this Agreement, there are no actions, suits, proceedings or investigations pending, nor to Franchisee's knowledge or the knowledge (after due inquiry) of any of its officers, directors, Owners or Operating Principals (as applicable), threatened in any court or arbitral forum or before any governmental agency or instrumentality. Nor to the best of Franchisee's knowledge or the knowledge of any such persons or entities (after due inquiry) is there any basis for any claim, action, suit, proceeding or investigation which affects or could affect, directly or indirectly, any of Franchisee's assets, properties, rights or business; Franchisee's right to operate and use its assets, properties or rights to carry on its business; and/or which affects or could affect Franchisee's right to assume and carry out in all respects the duties, obligations and responsibilities specified in this Agreement.

(e) Neither Franchisee nor any of its Owners is a party to any contract, agreement, covenant not to compete or other restriction of any type which may conflict with or be breached by the execution, delivery, consummation and/or performance of this Agreement.

(f) All Franchisee's representations and warranties contained in this Agreement are complete, correct and accurate as of the date of execution of this Agreement and will survive any termination or expiration of this Agreement.

26.2 Franchisee's Acknowledgments

Franchisee acknowledges, warrants and represents to Franchisor that:

(a) Before executing this Agreement, Franchisee has had the opportunity to contact any and all of Franchisor's existing franchisees.

Initials

(b) Franchisee has had the opportunity to independently investigate, analyze and understand both the business opportunity being offered under this Agreement and the terms and provisions of this Agreement.

Initials

(c) Franchisee has received from Franchisor a copy of Franchisor's Franchise Disclosure Document, together with a copy of all proposed agreements relating to the sale of the franchise at the earlier of the: (i) first personal meeting between Franchisor or its agent and Franchisee; at (ii) least ten (10) business days before the execution of this Agreement; or (iii) at least ten (10) business days before the payment by Franchisee to Franchisor of any consideration in connection with the sale or proposed sale of the franchise granted by this Agreement.

Initials

(d) Franchisee has received from Franchisor a copy of Franchisor's Franchise Disclosure Document, together with a copy of all proposed agreements relating to the sale of the franchise, at least fourteen (14) calendar days before the execution of this Agreement and at least fourteen (14) calendar days before the payment by Franchisee to Franchisor of any consideration in connection with the sale or proposed sale of the franchise granted by this Agreement.

Initials

(e) No representation or statement has been made by Franchisor (or any of Franchisor's employees, agents or salespersons) and relied on by Franchisee regarding

Franchisee's ability to procure any required license or permit that may be necessary to the offering of one or more of the services contemplated to be offered by the Franchised Business.

Initials

(f) Franchisee affirms that all information set forth in all applications, financial statements and submissions to Franchisor are true, complete and accurate in all respects and Franchisee expressly acknowledges that Franchisor is relying on the truthfulness, completeness and accuracy of this information.

Initials

(g) Franchisee understands and agrees that Franchisor may operate and change the System and Franchisor's business in any manner that is not expressly prohibited by this Agreement. Whenever Franchisor has the right within this Agreement to take or withhold action or to grant or decline to Franchisee the right to take or withhold action, Franchisor may make such a decision on the basis of Franchisor's best interests and those of the Filli Café System and the franchise network, without regard to whether other reasonable alternative decisions exist or whether Franchisor's decision adversely affects Franchisee. Absent applicable statute, Franchisor shall have no liability for such a decision and Franchisee agrees that Franchisor's decision will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, then Franchisee agrees that such a covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants to Franchisor the right to make decisions, take actions and/or refrain from taking actions that are inconsistent with Franchisee's rights and obligations hereunder.

Initials

(h) Franchisee understands and agrees that nothing herein shall obligate Franchisor to sell Filli Café franchises or otherwise develop, grow and/or expand the Filli Café franchised system. Franchisor makes no guaranty, warranty or representation regarding the continued sale of Filli Café franchises, the Franchisor's ability to make sales of Filli Café franchises, the Franchisor's prospects for making sales of Filli Café franchises or any development, growth or expansion of the Filli Café franchised system. Further, Franchisee understands and agrees that the failure or inability of Franchisor to sell Filli Café franchises or develop, grow and/or expand the Filli Café franchised system does not excuse Franchisee's performance of its obligations under this Agreement and Franchisee further understands and agrees that it shall be obligated, at all times, to perform its obligations hereunder.

Initials

XXVII. SUBMISSION OF AGREEMENT

The submission of this Agreement to Franchisee does not constitute an offer. This Agreement will become effective only upon the execution of this Agreement by both Franchisor and Franchisee. The date of execution of this Agreement will be the Effective Date.

THIS AGREEMENT WILL NOT BE BINDING ON FRANCHISOR UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF FRANCHISOR. FRANCHISEE HAS READ ALL OF THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT.

FRANCHISEE:

If a corporation or other entity:

(Name of Corporation or Other Entity)

By: _____
(Signature) (Date)

Its: _____
(Print Title/Print Name)

If an individual:

(Signature) (Date)

(Print Name)

(Signature) (Date)

(Print Name)

FRANCHISOR:

FiLLi IP Rights Management DWC LLC

By: _____
(Signature) (Date)

**FRANCHISE AGREEMENT
EXHIBIT 1**

PRINCIPAL TRADEMARKS

Principal Trademarks:

Registered Trademarks:

PRINCIPAL TRADEMARKS	REGISTRATION NUMBER	REGISTRATION DATE
	4891768	January 26, 2015
	7575445	November 26, 2024

Unregistered/Pending Trademarks:

MARKS	SERIAL NUMBER	FILING DATE
	99833158	May 19, 2026

The principal trademarks are owned by Abdul Rafiyah Filli.

There are no existing or pending material determinations of the US Patent and Trademark Office, Trademark Trial and Appeal Board, or any court, no pending infringement, opposition or cancellation actions, nor any other pending material litigation involving the Principal Trademarks.

**FRANCHISE AGREEMENT
EXHIBIT 2**

TERRITORY, DEVELOPMENT SCHEDULE AND LOCATION SCHEDULE

The Territory for this Franchised Business shall be as follows: _____

DEVELOPMENT SCHEDULE

Franchisee shall develop _____ Franchised Businesses as follows:

Franchise Business Number	Franchisee to submit site for Franchised Business no later than:	Franchisor to Review site for Franchised Business no later than:	Franchisee to acquire site for Franchised Business no later than	Franchisee to open the Franchised Business no later than:
1	90 days after date of the Franchise Agreement	30 days after submission of site for Franchised Business to Franchisor	60 days after Franchisor's approval of site for Franchised Business	Nine months after the date of the Franchise Agreement
2	By _____	By _____	By _____	By _____
3	By _____	By _____	By _____	By _____

LOCATION SCHEDULE

Each of the following locations have been approved by the Franchisor for the operation of a Franchised Business by Franchisee:

Franchise Business Number	Address
1	TBD
2	TBD
3	TBD

FRANCHISOR:

FiLLi IP Rights Management DWC LLC

By: _____
Its: _____

FRANCHISEE:

By: _____
Its: _____

**FRANCHISE AGREEMENT
EXHIBIT 3**

GENERAL RELEASE

To all to whom these Presents shall come or may Concern, Know That _____ [a _____ organized under the laws of the State of _____] [an individual domiciled in the State of _____] ("Franchisee") and its Owners (as defined in the Franchise Agreement) collectively as RELEASOR, in consideration of the consent of FiLLi IP Rights Management DWC LLC to the Assignment or Renewal of the Franchise created pursuant to the franchise agreement between Franchisee and FiLLi IP Rights Management DWC LLC (the "Franchise Agreement") or in connection with the Franchisor's consent to the operation of a Franchised Business by an affiliate of Franchisee; any Transfer of any interest in Franchise or the assets of Franchisee or the Franchised Businesses; or any relocation of a Franchised Business location, and for other good and valuable consideration, RELEASOR hereby releases and discharges FiLLi IP Rights Management DWC LLC as RELEASEE, RELEASEE'S corporate parents, subsidiaries and affiliates and the respective officers, directors, shareholders, agents, attorneys, contractors and employees of each of the foregoing entities (in their corporate and individual capacities), and RELEASEE'S heirs, executors, administrators, successors and assigns (the "Released Parties"), from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, which against the Released Parties, the RELEASOR ever had, now have or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that all liabilities arising under rights enjoyed by RELEASOR under said Franchise Agreement and any causes of action arising in his, her or its favor from the laws of New York without recourse to New York (or any other) choice of law or conflicts of laws principle and any regulations issued by New York shall remain in force; it being the intent of this proviso that any non-waiver provision of the laws of New York shall be satisfied. Additionally, any liabilities arising under any other applicable state law that may not be released in this context shall not be released and shall be excluded from this release without otherwise affecting the validity of the Release.

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR (if an individual) *has executed this RELEASE*, and if a corporation) has *caused this RELEASE to be executed by a duly authorized officer and its corporate seal to be hereunto affixed on*
_____, _____.

RELEASOR

By: _____

[SEAL]

ACKNOWLEDGMENT FOR CORPORATE RELEASOR

STATE OF _____
COUNTY OF _____

ss.:

On _____ before me _____
personally came _____, to me known, who, by me duly sworn, did depose and
day that deponent resides at _____, that deponent is the _____ of _____,
the corporation described in the foregoing RELEASE, and which executed said RELEASE, that
deponent knows the seal of the corporation, that the seal affixed to the RELEASE is the corporate
seal, that it was affixed by order of the board of directors of the corporation; and that deponent
signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

My Commission expires: _____ (NOTARY SEAL)

ACKNOWLEDGMENT FOR LIMITED LIABILITY COMPANY RELEASOR

STATE OF _____
COUNTY OF _____

ss.:

On _____ before me _____
personally came _____, to me known, who, by me duly sworn, did depose and
day that deponent resides at _____, that deponent is the _____ of _____,
the limited liability company described in the foregoing RELEASE, and which executed said
RELEASE, that this RELEASE was approved by the members of the limited liability company in
accordance with their operating agreement, articles of organization or other governing documents;
and that deponent signed deponent's name by like order.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

My Commission expires: _____ (NOTARY SEAL)

ACKNOWLEDGMENT FOR INDIVIDUAL RELEASOR

STATE OF _____

ss.:

COUNTY OF _____

On this _____ day of _____, before me _____ (Name of Notary) the undersigned officer, personally appeared, to me personally known, and known to me to be the same person whose name is signed to the foregoing RELEASE, and acknowledged the execution thereof for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

My Commission expires: _____
(NOTARY SEAL)

**FRANCHISE AGREEMENT
EXHIBIT 4**

AUTHORIZATION FOR DIRECT PAYMENT VIA ACH (ACH DEBITS)

I (we), _____, having an address at _____
("Franchisee") hereby authorize FiLLi IP Rights Management DWC LLC (hereby referred to
as "Franchisor") to electronically debit our account (and, if necessary, electronically credit our
account to correct erroneous debits) as follows:

Select One:

- ☐ Checking Account
- ☐ Savings Account

at the depository financial institution named below

Account Name: _____

Depository (Bank) Name: _____

Routing Number: _____

Account Number: _____

Amount of debit(s) or method of determining amount of debit(s) [or specify range of
acceptable dollar amounts authorized]: **Approved Franchisor invoices that are due for
payment.**

Date(s) and/or frequency of debit(s): **Weekly, Monthly and such other intervals as
Franchisor may require**

I (we) understand that this authorization will remain in full force and effect until I (we)
notify Franchisor in writing, that I (we) wish to revoke this authorization. I (we) understand
that Franchisor requires at least three (3) business days, prior notice, in order to cancel this
authorization.

Franchisee: _____

By: _____

Its: _____

Franchisor: FiLLi IP Rights Management DWC
LLC

By: _____

Its: _____

**FRANCHISE AGREEMENT
EXHIBIT 5**

COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS COLLATERAL ASSIGNMENT OF LEASE is made as of the last date below written by and among _____ ("Tenant" or "Franchisee"), FiLLi IP Rights Management DWC LLC ("Franchisor"), and _____ ("Landlord").

WHEREAS, Tenant is the tenant under a certain lease (or sublease), dated ____ (the "Lease"), wherein Landlord leased to Tenant certain premises at _____ (the "Premises"); and

WHEREAS, Tenant and Franchisor have, or will, enter into a Franchise Agreement (the "Franchise Agreement"), whereby Franchisor will grant to Tenant the right to open and operate a franchised business under Franchisor's system at the Premises; and

WHEREAS, as a condition to Franchisor entering into the Franchise Agreement, Franchisor has required that Tenant collaterally assign its right, title and interest in this Lease, with the right to reassign (as provided therein), as security for Tenant's obligations and Franchisor's rights under the Franchise Agreement; and

WHEREAS, in order to induce Franchisor to enter into the Franchise Agreement, Tenant has agreed to collaterally assign its right, title and interest in this Lease, with the right to reassign (as provided therein), as security for Tenant's obligations and Franchisor's rights under the Franchise Agreement.

NOW THEREFORE, in consideration for the foregoing premises and the mutual promises contained herein and in the Franchise Agreement, and in order to secure Tenant's obligations and Franchisor's rights under the Franchise Agreement, Tenant does hereby collaterally assign, transfer and set over unto Franchisor, with the right to reassign (as provided herein), all of its right, title and interest in and to the Lease and in and to the Premises; it being nevertheless expressly understood and agreed that this collateral assignment is made and is consented to by the Landlord contingent upon the following terms, covenants, limitations and conditions:

1. Tenant's Right to Possession. Tenant shall retain the right to possession of the Premises in accordance with the terms and conditions of the Lease until the occurrence of an Assignment Event (as defined in paragraph 2 of this Agreement).

2. Assignment Events.

2.1 Franchisor shall have the right, but not the obligation, to exercise either of the options set forth in paragraphs 2.1(i) or 2.1(ii) below upon: (a) a default by Tenant under the Franchise Agreement beyond the expiration of all applicable notice and cure periods; (b) the expiration or earlier termination of the Franchise Agreement, including but not limited to, a termination of the Franchise Agreement by the Franchisee; (c) the exercise by Franchisor of its Partial Termination rights with respect to the Franchised

Business operating at the Premises; (d) an expression by Tenant of its desire to terminate the Lease; (e) a default by Tenant under the Lease, as defined in the Lease, beyond the expiration of all applicable notice and cure periods; or (f) non-renewal of the Lease (each an "Assignment Event"). Upon the occurrence of an Assignment Event, Franchisor shall have the right, but not the obligation to either:

(i) assume and occupy the Premises upon written notice to Landlord and Tenant, in which event Franchisor shall be deemed to be substituted as the tenant under the Lease in the place and stead of Tenant and shall be deemed to have assumed expressly all of the terms, covenants and obligations of the Lease theretofore applicable to Tenant and shall likewise be entitled to enjoy all of the rights and privileges granted to Tenant under the terms and conditions of the Lease; or

(ii) assign the Lease to an affiliate of the Franchisor, a franchisee of Franchisor or a prospective franchisee of the Franchisor, without obtaining Landlord's prior written consent, provided that, in the event of an assignment to a franchisee or prospective franchisee of the Franchisor, such party has satisfied the Franchisor's criteria for operating a Fili Café business.

2.2 If Franchisor exercises either of the rights set forth in paragraphs 2.1(i) or 2.1(ii) above, Franchisor may expel Franchisee from the Premises and Franchisor shall have all other remedies described herein or in the Franchise Agreement, or at law or in equity, without prejudice to any other rights or remedies of Franchisor under any other agreement or under other applicable laws or equities. In such event, Franchisee shall have no further right, title or interest in the Lease or possession of the Premises, but shall remain liable for all unpaid rents and fees owed under the Lease to Landlord as of the date of the Franchisor's assumption of the Lease. Franchisor may exercise self-help to obtain possession and Landlord shall cooperate and provide whatever legal action is necessary (at no cost to Landlord) to obtain possession.

2.3 If Franchisor exercises either of the rights set forth in paragraphs 2.1(i) or 2.1(ii) above, Tenant shall remain obligated under the Lease for all unpaid rents and fees owed under the Lease to Landlord as of the date of the Franchisor's assumption of the Lease. In no event shall Franchisor be responsible for any past due or other defaulted amounts due to Landlord or any other third party incurred by Franchisee prior to Franchisor's assumption of the Lease. In the event that Franchisor pays any past due or other defaulted amounts to Landlord or any other third party on behalf of an obligation, debt or liability incurred by Franchisee prior to the Franchisor's assumption of the Lease, Franchisee agrees to reimburse Franchisor for Franchisor's payments within five (5) calendar days after receipt of Franchisor's written notice of the same. The Franchisee agrees and acknowledges that such payments, whether due to Landlord, a third-party or the Franchisor, are reasonable expenses of foreclosure.

2.4 If Franchisor exercises either of the rights set forth in paragraphs 2.1(i) or 2.1(ii) above, Landlord shall not terminate or accelerate the rent owed under the Lease in connection with any such assignment. Nothing in this Paragraph 2.4 shall serve to extend the term of the Lease or provide Franchisor with occupancy rights, options to renew or other rights not expressly set forth to Tenant in the Lease.

2.5 If Franchisor exercises either of the rights set forth in paragraphs 2.1(i) or 2.1(ii) above and assumed the Lease directly or assigned the Lease to an affiliate of the Franchisor, then such party (either the Franchisor or the affiliate) shall have the right, during the remaining term of the Lease and any extension thereof, to further assign the Lease to a franchisee of Franchisor or a prospective franchisee of the Franchisor upon not less than ten (10) day written notice to Landlord, without obtaining Landlord's prior written consent, provided that, such franchisee or prospective franchisee of the Franchisor has satisfied the Franchisor's criteria for operating a Filli Café business.

3. Agreement of Landlord.

3.1 Landlord agrees to furnish Franchisor with copies of any and all letters and notices to Tenant pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Tenant.

3.2 Landlord further agrees that, if it intends to terminate the Lease, Landlord will give Franchisor the same advance written notice of such intent as provided to Tenant, specifying in such notice all defaults that are the cause of any proposed termination. Franchisor shall have the right, but not the obligation, to cure any such default within the time periods granted to Tenant under the Lease. In the event that Franchisor cures such default, Franchisee agrees to reimburse Franchisor for all costs and expenses incurred by the Franchisor, within five (5) calendar days after receipt of Franchisor's written notice of the same.

3.3 If neither Tenant or Franchisor cures all such defaults within the prescribed time periods (or such longer period as may be specifically permitted by the Lease), then the Landlord may terminate the Lease, re-enter the Premises and/or exercise all other rights as set forth in the Lease, provided, however, that Landlord provides Franchisor with an additional five (5) day notice advising Franchisor of Landlord's intention to terminate the Lease and affording Franchisor the right, but not the obligation, to exercise the Franchisor's rights under paragraphs 2.1(i) or 2.1(ii) above. Landlord will promptly notify Franchisor of any expression by Tenant of its desire to terminate the Lease.

4. Right to Enter and Make Modifications to Premises. Before the expiration or termination of the Lease, Franchisor shall have the right to enter the Premises to make any reasonable modifications or reasonable alterations necessary to protect Franchisor's interest in the franchise system, Franchisor's proprietary marks and system, or to cure any default under the Franchise Agreement entered into by Franchisor and Tenant, or any affiliate of Tenant, pertaining to the Franchised Business which operated at the Premises. Landlord and Tenant agree that Franchisor shall not be liable for trespass or any other crimes or tort.

5. Notices. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile, telegram or telex (provide that the sender confirm the facsimile, telegram or telex by sending an original confirmation copy by certified transmission), to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If to Franchisor:

FiLLi IP Rights Management DWC LLC
Burjuman Business Tower - Office number1404
Dubai, UAE
Attn: Abdul Rafiyah Filli

With a copy to: Einbinder, Dunn, Dimitri, & Bayer LLP
112 Madison Ave., 8th Floor
New York, NY 10016

If to Tenant:

If to Landlord:

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by telex or facsimile shall be deemed given on the business day of transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving fifteen (15) days written notice of such change to the other parties.

6. No Material Modification of Lease. Landlord and Tenant will not amend, renew, extend, or otherwise modify the Lease in any manner which would materially affect any of the foregoing provisions without Franchisor's prior written consent. Any attempt at termination, modification or amendment of any of the terms without such written consent is null and void.

7. Acknowledgment. The parties hereby acknowledge and agree that, so long as Franchisor shall not have exercised its option to take possession of the Premises under this Agreement, Franchisor shall not be liable for rent or any other obligations under the Lease.

8. Recording; UCC Filings. Franchisee authorizes Franchisor and its affiliates to record a copy of this Agreement (or a memorandum concerning this Agreement) and any other documents required by Franchisor, including but not limited to any and all Uniform Commercial Code financing statements. Franchisee shall execute all such documents necessary to record the same and shall cooperate with Franchisor in all respects with the recording of the same. Franchisee explicitly affirms and recognizes the value of the Lease and Franchisee agrees that any non-compliance by Franchisee with Franchisor's right, but not obligation, to take possession of the Premises and assume all of Franchisee's rights, title and interest in the Lease will cause irreparable damage to Franchisor, the Franchisor's system and other Filli Café business for which no adequate remedy at law will be available.

9. No Subordination. Franchisee shall not permit Franchisor's security interest in

the Lease to be subordinate to any lien, except for Landlord's rights, without first obtaining Franchisor's written consent.

10. Successors and Assigns. This Agreement and all provisions hereof shall (i) be binding upon Franchisee, its successors, assigns and legal representatives and all other persons or entities claiming under them or through them, (ii) shall inure to the benefit of Franchisor and Franchisor's assigns or successors, and (iii) shall be binding upon Landlord and Landlord's successors and assigns. The term "Franchisee" when used herein shall include all such persons and entities and any others liable for payment of amounts under the Lease or the Franchise Agreement. All individuals executing on behalf of corporate entities hereby represent and warrant that such execution has been duly authorized by all necessary corporate and shareholder authorizations and approvals.

11. Indemnification. Franchisee agrees to indemnify and hold Franchisor and its stockholders, partners, members, directors, officers and representatives harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses, that they incur resulting from any claim brought against any of them or any action which any of them are named as a party or which any of them may suffer, sustain or incur by reason of, or arising out of, the Franchisee's breach of any of the terms of the Lease, including the failure to pay rent or any other terms and conditions of the Lease.

12. Authority. Franchisee represents and warrants to Franchisor that it has full power and authority to so assign the Lease and its interest therein and that Franchisee has not previously assigned or transferred, and is not obligated to assign or transfer, any of its interest in the Lease or the Premises demised thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Collateral Assignment
of Lease this ____day of __, ____.

TENANT/FRANCHISEE:

By: _____
Print Name:
Title:

FRANCHISOR:
FiLLi IP Rights Management DWC LLC

By: _____
Print Name:
Title:

LANDLORD:

By: _____
Print Name:
Title:

**FRANCHISE AGREEMENT
EXHIBIT 6**

CONFIDENTIALITY, NON-USE AND NON-COMPETITION AGREEMENT

This Confidentiality, Non-Use and Non-Competition Agreement (“Agreement”), dated this ____ day of _____, _____, by and between FiLLi IP Rights Management DWC LLC (“Franchisor”) having an address at Burjuman Business Tower - Office number 1404, Dubai, UAE, and _____ having an address at _____ (“Franchisee”); and Franchisee’s owners _____ having an address at _____ (“Owners”),

WITNESSETH:

WHEREAS, Franchisor is principally engaged in the business of developing and selling franchises operating under the name Filli Café. Franchises will operate a café business offering FILLI Zafran Tea, hot pastas, pizzas, focaccias, quiches, Turkish breads, sales, sandwiches, cakes, pastries, muffins, and a selection of other baked goods and other food items; and

WHEREAS, Franchisee is an individual or enterprise which has entered into a Franchise Agreement with Franchisor dated _____ (“Franchise Agreement”) for the operation of a Filli Café franchise;

WHEREAS, if Franchisee is an enterprise, Franchisee’s Owners agree to be bound by the terms and conditions of this Agreement; and

WHEREAS, during the course of the relationship between Franchisor and Franchisee certain information has been and/or will be provided to and received by Franchisee and its Owners relating to the Franchisor, including without limitation, certain knowledge, know-how, methods and procedures some of which constitute trade secrets under applicable law regarding the Franchisor, its affiliates and its subsidiaries and the development, management and operation of Filli Café franchised businesses which Franchisor and its affiliates consider proprietary (collectively “Confidential Information”), including without limitation:

- (a) The Confidential Operating Manual;
- (b) Operational specifications, standards, systems and procedures and knowledge and experience used in developing and operating the System;
- (c) Recipes, preparation instructions and methods for preparation of various menu items and inventory system methods including those relating to inventory control, storage, product and handling;
- (d) Site selection criteria;
- (e) Training and operations materials and manuals;
- (f) Methods, formats, specifications, standards, systems, procedures, sales and marketing techniques;

- (g) Business forms and accounting procedures;
- (h) Advertising Materials, Social Media Materials and use of Social Media Platforms;
- (i) Database material, customer lists, records, files, instructions and other proprietary information;
- (j) Identity of suppliers and knowledge of supplier discounts, specifications, processes, services, procedures and equipment, contract terms, pricing for authorized products, materials, supplies and equipment;
- (k) Computer software or similar technology which is proprietary to Franchisor or its affiliates, including without limitation digital passwords and identifications and any source code, as well as data, reports and other printed materials;
- (l) Knowledge of the operating results and financial performance of the System other than the Franchised Business; and
- (m) Graphic designs and related intellectual property.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. Acknowledgments

(a) Franchisee and its Owners acknowledge that Franchisee and its Owners have been and/or will be given access to Confidential Information during the course of the relationship between Franchisee and Franchisor.

(b) Franchisee and its Owners acknowledge that (i) Franchisor and its affiliates own all right, title and interest in and to the System; (ii) the System consists of trade secrets, Confidential Information and know-how that gives the Franchisor and its affiliates a competitive advantage; (iii) the Franchisor and its affiliates have taken all measures necessary to protect the trade secrets, Confidential Information and know-how comprising the System; (iv) all Confidential Information now or hereafter provided or disclosed to Franchisee and its Owners regarding the System is disclosed in confidence; (v) Franchisee and its Owners have no right to disclose any Confidential Information to anyone who is not an employee, agent or independent contractor of Franchisee; (vi) Franchisee and its Owners will not acquire any ownership interest in the System; and (vii) the use or duplication of the System or any part of the System by Franchisee or its Owners in any other business would constitute an unfair method of competition, for which Franchisor would be entitled to all legal and equitable remedies, including injunctive relief without posting a bond.

2. Non-Disclosure and Return of Confidential Information

(a) Franchisee and its Owners pledge and agree that for a period commencing on the date of this Agreement and continuing thereafter, in the absence of prior written consent by Franchisor, they: (i) will keep all Confidential Information in strict confidence; (ii) will not communicate or disclose Confidential Information to any unauthorized person or entity; (iii) will not use the Confidential Information for any purpose other than as

directed by and needed for Franchisor's use; (iv) will not reproduce or use the Confidential Information; and (v) will have a system in place to ensure that all recipients who require access to any of the Confidential Information, execute the Confidentiality, Non-Use and Non-Competition Agreement Form in the form attached to the Franchise Agreement as Exhibit 7.

(b) Confidential Information provided by Franchisor to Franchisee and its Owners in the course of the parties' relationship shall be returned to Franchisor immediately upon termination or expiration of the Franchise Agreement. Franchisee and its Owners shall not retain any book, record, report, design, plan, material, copy, note, abstract, compilation, summary, extract or other reproduction, whether in paper or electronic form, of the Confidential Information and shall not retain any copy, note or extract of such Confidential Information, except as the parties hereto may agree in writing.

3. Covenants

(a) Franchisee and its Owners acknowledge that Franchisor has granted it the franchise in consideration of and reliance upon the agreement by Franchisee and its Owners to, among other things, (i) to deal exclusively with Franchisor; (ii) to maintain the confidentiality of all of the Confidential Information; (iii) to ensure that all recipients with access to the Confidential Information execute the Confidentiality, Non-Use and Non-Competition Agreement in the Form attached hereto as Exhibit 7; (iv) to refrain from using any Confidential Information in any manner not permitted by Franchisor in accordance with Section 2 above; and (v) to protect and preserve the goodwill of the Franchisor.

(b) Franchisee and its Owners further acknowledge and agree that (i) pursuant to the Franchise Agreement, they will have access from the Franchisor and its affiliates to valuable trade secrets, specialized training and Confidential Information regarding the development, operation, management, purchasing, sales and marketing methods and techniques of the System; (ii) the System and the opportunities, associations, and experience established by Franchisor and acquired by Franchisee and its Owners under the Franchise Agreement are of substantial and material value; (iii) in developing the System, Franchisor and its affiliates have made and continue to make substantial investments of time, technical and commercial research and money; (iv) the Franchisor would be unable to adequately protect the System and its trade secrets and Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information about Filli Café franchisees if franchisees were permitted to hold interests in Competitive Businesses; and (v) restrictions on the right of Franchisee and its Owners to hold interests in or perform services for, Competitive Businesses will not unreasonably or unnecessarily hinder the activities of Franchisee or its Owners.

(c) Accordingly, Franchisee and its Owners covenant and agree that during the term of the Franchise Agreement and for an uninterrupted period of two (2) years after the later of: (i) the termination (regardless of the cause of termination) or expiration of the Franchise Agreement; (ii) a Transfer, as defined in the Franchise Agreement; and (iii) the

date of a final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 3, Franchisee and each of its Owners shall not directly or indirectly for itself or through on behalf of or in conjunction with any person, firm, partnership corporation or other entity in any manner whatsoever:

(1) Divert or attempt to divert any actual or potential business or customer of the Filli Café System to any competitor;

(2) Take any action or engage in any activity injurious or prejudicial to the goodwill associated with the Principal Trademarks and the System;

(3) Solicit, encourage or assist anyone else to solicit or encourage any independent contractor providing services to Franchisor to terminate or diminish their relationship with Franchisor; or

(4) Own, maintain, develop, operate, engage in, franchise or license, make loans or gifts to or have any direct or indirect interest in or render services as a director, officer, manager, employee, consultant, representative, or agent or give advice to any Competitive Business (defined below). Notwithstanding the foregoing, equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subsection).

(d) During the term of the Franchise Agreement, there is no geographical limitation on these restrictions, meaning that Franchisee and each of its Owners shall not engage in the conduct referred to in subsection 3(c) at any location. During the two year period following the later of: (i) the termination, regardless of cause, or expiration of the Franchise Agreement; (ii) a Transfer, as defined in the Franchise Agreement; or (iii) the date of a final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 3, these restrictions shall apply:

(1) at the location of the Franchised Businesses;

(2) within the Territory and within ten (10) miles of the outer boundaries of the Territory assigned to the Franchisee;

(3) within ten (10) miles of the location of any other Filli Café business;
and

(4) within the territory assigned to any Filli Café business and within ten (10) miles of the outer boundaries of the territory assigned to any other Filli Café business owned, in operation, under development or to be developed by Franchisor, its affiliates, franchisees of Franchisor and/or its affiliates as of (i) the date of the Franchise Agreement; (ii) as of the date of (a) termination (regardless of the cause for termination) or expiration of the Franchise Agreement or (b) a Transfer of the franchise, as defined in the Franchise Agreement; or (iii) as of the date of any final non-appealable judgment, order

or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 3.

(e) Franchisee and its Owners further covenant and agree that for a period of two (2) years following the expiration or termination of the Franchise Agreement or a Transfer, Franchisee and its Owners will not either directly or indirectly for itself or through, on behalf of or in conjunction with any person, firm, partnership, corporation or other entity, sell, assign, lease or transfer the Franchised Business location to any person, firm, partnership corporation or other entity that Franchisee or its Owners know or has reason to know intends to operate a Competitive Business at the Franchised Business location.

(f) Franchisee and its Owners covenant not to engage in any activity which might injure the goodwill of the Principal Trademarks or the System at any time. This provision shall survive termination of this Agreement.

(g) Franchisee and its Owners expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, the enforcement of the covenants made in this Section 3 will not deprive Franchisee or its Owners of their personal goodwill or ability to earn a living.

(h) Franchisee and its Owners agree and acknowledge that each of the covenants contained herein are reasonable limitations as to time, geographical area and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the know-how, reputation, goodwill and other legitimate business interests of Franchisor and its affiliates. Franchisee and its Owners also agree and acknowledge that Franchisor's legitimate business interests include but are not limited to: (i) maintaining the confidential nature of the Confidential Information; (ii) preserving the Franchisor's ability to develop franchises at or near the Franchisee's former Franchised Business location, within the Franchisee's Territory and within the territorial boundaries of the restrictive covenant described above in subsection 3(d); (iii) preventing potential customer confusion; (iv) protecting other franchisees from competition from Franchisee and its Owners; and (v) protecting the System as a whole including the franchisee network. If any provision of this Confidentiality, Non-Use and Non-Competition Agreement (including any sentences, clauses, or any part thereof) shall be held contrary to law or incomplete or unenforceable in any respect, the remaining provisions shall not be affected but shall remain in full force and effect; any invalidated provisions shall be severed and this Agreement modified to the extent necessary to render it valid and enforceable.

(i) Franchisor shall have the right to reduce the scope of any covenant contained in this Section 3 effective immediately upon receipt by Franchisee and its Owners of written notice and Franchisee and its Owners agree to comply forthwith with any covenants as so modified which will be enforceable notwithstanding the provisions of Section 6.

4. Enforcement

Franchisee and its Owners acknowledge that violation of the covenants contained in this Agreement would result in immediate and irreparable injury to Franchisor and its affiliates for which no adequate remedy at law will be available. Accordingly, Franchisee and its Owners hereby consent to the entry of an injunction procured by Franchisor and/or its affiliates prohibiting any conduct by Franchisee and its Owners in violation of the terms, covenants and/or restrictions of this Agreement without the need of a bond. Franchisee and its Owners expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of these terms, covenants and/or restrictions was accomplished by and through my unlawful utilization of the Confidential Information. Further, Franchisee and its Owners expressly agree that any claims Franchisee and its Owners may have against Franchisor and/or its affiliates will not constitute a defense to the enforcement of the terms, covenants and/or restrictions set forth in this Agreement by Franchisor and/or its affiliates. Franchisee and its Owners further agree to pay all costs and expenses (including attorneys' fees, experts' fees, court costs and all other expenses of litigation) incurred by Franchisor and/or its affiliates in connection with the enforcement of the terms, covenants and/or restrictions of this Agreement.

5. Definitions

(a) The term "affiliates" (with respect to Franchisee) means any and all corporations, limited liability companies, partnerships, trusts or other entities controlling, controlled by or under common control with Franchisee, including but not limited to subsidiaries, parents and sibling entities.

(b) The term "control" shall mean the control or ownership of ten percent (10%) or more of the beneficial interest in the person or entity referred to.

(c) The term "Competitive Business" means (i) any café business which is the same or substantially similar to the Franchised Business or any business which offers to sell or sells any products or services which are the same or substantially similar to any of the products or services offered by the Franchised Business, or (ii) any business granting franchises or licenses to others to operate such a business (other than a franchised business operated under a franchise agreement with Franchisor).

(d) The term "Owners" shall mean any individual or entity (including all spouses, partners, members or shareholders of such individual or entity) that has any direct or indirect ownership interest of over five percent (5%) in Franchisee, (or at such later time as they assume such status) whether or not such interest is of record, beneficially or otherwise. The term "Owners" shall also include individuals, partners, members and shareholders and (spouses of such individuals, partners, members and shareholders) with an ownership interest of over five percent (5%) in any partnership, corporation or limited liability company that holds a controlling interest in the Franchisee entity.

(e) Any capitalized term that is not defined in this Agreement shall have the meaning given to it in the Franchise Agreement.

6. Miscellaneous

(a) Franchisor and/or its affiliates make no representations or warranties as to the accuracy or completeness of the Confidential Information provided to Franchisee and shall not be liable, directly or indirectly, to Franchisee, its Owners or any of Franchisee's affiliates as a result of any use of the Confidential Information by or on behalf of Franchisee, its Owners and/or its affiliates. Franchisee and its Owners specifically waive any and all claims for any loss or damage suffered by it due to their use of the Confidential Information and agree to indemnify and hold Franchisor and its affiliates harmless for any claims made against Franchisor and/or its affiliates based upon the provision by Franchisee or its Owners of the Confidential Information to third parties.

(b) This Confidentiality, Non-Use and Non-Competition Agreement shall be binding upon and shall inure to the benefit of Franchisee, its Owners, Franchisor and their respective subsidiaries, affiliates, successors and assigns.

(c) This Confidentiality, Non-Use and Non-Competition Agreement shall be governed by the laws of New York without recourse to New York (or any other) choice of law or conflict of law principles.

(d) This Agreement contains the complete understanding of Franchisee and its Owners and Franchisor with respect to the Confidential Information and this Confidentiality, Non-Use and Non-Competition Agreement shall not be amended without the prior written consent of the parties.

(e) This Agreement may be executed in counterparts and each copy so executed and delivered shall be deemed an original.

7. Choice of Law and Venue

(a) This Agreement is to be exclusively construed in accordance with and/or governed by the laws of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New York, and if the Franchised Business is located outside of New York and the provision would be enforceable under the laws of the state in which the Franchised Business is located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of New York or any other state or country which would not otherwise apply.

(b) Franchisee and its Owners agree to institute any litigation arising out of or related to this Agreement or the Franchise Agreement; any breach of the Franchise Agreement; the relations between the parties; and any and all disputes between the parties,

whether sounding in contract, tort, or otherwise, exclusively in a court of competent jurisdiction which is either a New York state court in New York, New York or in the United States District Court for the Southern District of New York, unless otherwise brought by Franchisor. The undersigned hereby waive and covenant never to assert or claim that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens). The undersigned further agree that Franchisor may institute any litigation that it commences arising out of or related to this Agreement or the Franchise Agreement; any breach of this Agreement or the Franchise Agreement; the relations between the parties; and any and all disputes between the parties, whether sounding in contract, tort, or otherwise, in any court of competent jurisdiction, wherever situated, that Franchisor selects. The undersigned agree that any dispute as to the venue for the litigation Franchisor institutes will be submitted to and resolved exclusively by the court of competent jurisdiction in which Franchisor commenced the litigation. The undersigned hereby waive and covenant never to assert or claim that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens). All depositions in connection with any litigation between the parties shall be held in the jurisdiction and venue where any such litigation is commenced.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Franchisee: _____

By: _____

Its: _____

Owner: _____

Franchisor: FiLLi IP Rights Management DWC LLC

By: _____

Its: _____

**FRANCHISE AGREEMENT
EXHIBIT 7**

**CONFIDENTIALITY, NON-USE AND NON-COMPETITION AGREEMENT
FORM**

This Confidentiality, Non-Use and Non-Competition Agreement (“Agreement”), dated this _____ day of _____, _____, by and between _____ (“Franchisee”) having an address at _____ and _____ having an address at _____ (“Recipient”),

W I T N E S S E T H:

WHEREAS, Franchisee is principally engaged in the business of operating a retail business under the name Filli Café (the Franchised Business”) pursuant to a franchise agreement with FiLLi IP Rights Management DWC LLC (“Franchise Agreement”);

WHEREAS, Recipient is an individual or enterprise who is about to be employed by Franchisee, has entered into some form of contractual relationship with Franchisee or is considering the same; and

WHEREAS, during the course of the relationship between Franchisee and Recipient certain information, knowledge, know-how, methods and procedures some of which constitute trade secrets under applicable law has been and/or will be provided to and received by Recipient regarding the Franchisor, its affiliates and its subsidiaries and the development, management and operation of Filli Café franchised businesses, which Franchisor and its affiliates consider proprietary (collectively “Confidential Information”), including without limitation:

- (a) The Confidential Operating Manual;
- (b) Operational specifications, standards, systems and procedures and knowledge and experience used in developing and operating the System;
- (c) Recipes, preparation instructions and methods for preparation of various menu items and inventory system methods including those relating to inventory control, storage, product and handling;
- (d) Site selection criteria;
- (e) Training and operations materials and manuals;
- (f) Methods, formats, specifications, standards, systems, procedures, sales and marketing techniques;
- (g) Business forms and accounting procedures;
- (h) Advertising Materials, Social Media Materials and use of Social Media Platforms;
- (i) Database material, customer lists, records, files, instructions and other proprietary information;
- (j) Identity of suppliers and knowledge of supplier discounts, specifications, processes, services, procedures and equipment, contract terms, pricing for authorized products, materials, supplies and equipment;

(k) Computer software or similar technology which is proprietary to Franchisor or its affiliates, including without limitation digital passwords and identifications and any source code, as well as data, reports and other printed materials;

(l) Knowledge of the operating results and financial performance of the System other than the Franchised Business; and

(m) Graphic designs and related intellectual property.

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged the parties hereto agree as follows:

1. Acknowledgment

(a) Recipient acknowledges that Recipient has been and/or will be given access to the Confidential Information during the course of the relationship between Franchisee and Recipient.

(b) Recipient acknowledges that (i) Franchisor and its affiliates own all right, title and interest in and to the System; (ii) the System consists of trade secrets, Confidential Information and know-how that gives the Franchisor and its affiliates a competitive advantage; (iii) the Franchisor and its affiliates have taken all measures necessary to protect the trade secrets, Confidential Information and know-how comprising the System; (iv) all Confidential Information now or hereafter provided or disclosed to Recipient regarding the System is disclosed in confidence; (v) Recipient has no right to disclose any Confidential Information to anyone who is not an employee, agent or independent contractor of Franchisee; (vi) Recipient will not acquire any ownership interest in the System; and (vii) Recipient's use or duplication of the System or any part of the System in any other business would constitute an unfair method of competition, for which Franchisor would be entitled to all legal and equitable remedies, including injunctive relief without posting a bond.

2. Non-Disclosure and Return of Confidential Information

(a) Recipient pledges and agrees that for a period commencing on the date of the Franchise Agreement and continuing thereafter, in the absence of prior written consent by Franchisee: (i) will keep all Confidential Information in strict confidence; (ii) will not communicate or disclose Confidential Information to any unauthorized person or entity; (iii) will not use the Confidential Information for any purpose other than as directed by and needed for Franchisee's use; (iv) will not reproduce the Confidential Information.

(b) Confidential Information provided by Franchisor, its affiliates and/or Franchisee to Recipient in the course of the parties' relationship shall be returned to Franchisee immediately upon termination or expiration of Recipient's relationship with Franchisee. Recipient shall not retain any book, record, report, design, plan, material, copy, note, abstract, compilation, summary, extract or other reproduction, whether in paper or electronic form, of the Confidential Information and shall not retain any copy, note or extract of such Confidential Information, except as the parties hereto may agree in writing.

3. Covenants

(a) Recipient acknowledges that Franchisee has entered into the relationship described above in consideration of and reliance upon, among other things, Recipient's agreement to: deal exclusively with Franchisee; maintain the confidentiality of all of the Confidential Information; refrain from using any Confidential Information in any manner not permitted by Franchisor, its affiliates and/or Franchisee in accordance with Section 2 above; and protect and preserve the goodwill of the Franchisor.

(b) Recipient further acknowledges and agrees that (i) pursuant to its relationship with Franchisee, it will have access from the Franchisor, its affiliates and/or Franchisee to valuable trade secrets, specialized training and Confidential Information regarding the development, operation, management, purchasing, sales and marketing methods and techniques of the System; (ii) the System and the opportunities, associations, and experience established by Franchisor and acquired by Recipient pursuant to its relationship with Franchisee are of substantial and material value; (iii) in developing the System, Franchisor and its affiliates have made and continue to make substantial investments of time, technical and commercial research and money; (iv) Franchisor would be unable to adequately protect the System and its trade secrets and Confidential Information against unauthorized use or disclosure and would be unable to adequately encourage a free exchange of ideas and information about Filli Café franchises if recipients were permitted to hold interests in Competitive Businesses; and (v) restrictions on Recipient's right to hold interest in or perform services for, Competitive Businesses will not unreasonably or unnecessarily hinder Recipient's activities.

(c) Accordingly, Recipient covenants and agrees that during the term of the Recipient's relationship with Franchisee and for an uninterrupted period of two (2) years after the later of: (i) the termination (regardless of cause of termination) or expiration of Recipient's relationship with Franchisee (regardless of the cause for termination or expiration); or (ii) the date of a final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 3, Recipient shall not directly or indirectly for itself or through on behalf of or in conjunction with any person, firm, partnership corporation or other entity in any manner whatsoever:

(1) Divert or attempt to divert any actual or potential business or customer of Filli Café to any competitor;

(2) Take any action or engage in any activity injurious or prejudicial to the goodwill associated with the Principal Trademarks and the System;

(3) Employ or seek to employ any person who is then employed or who was employed within the immediately preceding twenty-four (24) months, by Franchisor, its affiliates, Franchisee or any Filli Café franchisee or develop, or otherwise directly or indirectly induce such person to leave his or her employment without obtaining the employer's prior written permission; or

(4) Own, maintain, develop, operate, engage in, franchise or license, make loans or gifts to or have any direct or indirect interest in or render services as a director, officer, manager, employee, consultant, representative, or agent or give advice to any Competitive Business (except that equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subsection).

(d) During the term of the Recipient's relationship with Franchisee, there is no geographical limitation on these restrictions, meaning that Recipient shall not engage in the conduct referred to in subsection 3(c) at any location. During the two year period following the later of: (i) the termination (regardless of the cause for termination) or expiration of Recipient's relationship with Franchisee; or (ii) the date of a final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 3, these restrictions shall apply:

(1) at the location of the Franchisee's Franchised Business;

(2) within the Territory assigned to the Franchisee and within ten (10) miles of the outer boundaries of the Territory assigned to the Franchisee;

(3) within ten (10) miles of the location of any other Filli Café business;
and

(4) within the territory assigned to any Filli Café business and within ten (10) miles of the outer boundaries of the territory assigned to any Filli Café business; owned, in operation, under development or to be developed (1) as of the date of this Agreement; (2) as of the date of termination (regardless of the cause for termination) or expiration of Recipient's employment or contractual relationship with Franchisee; and (3) as of the date of any final non-appealable judgment, order or award of any court, arbitrator, panel of arbitrators or tribunal that enforces this Section 3.

(e) Recipient further covenants and agrees that for a period of two (2) years following the expiration or termination of Recipient's relationship with Franchisee, Recipient will not either directly or indirectly for itself or through, on behalf of or in conjunction with any person, firm, partnership, corporation or other entity, sell, assign, lease or transfer the Franchisee's Franchised Business location to any person, firm, partnership corporation or other entity that Recipient knows or has reason to know intends to operate a Competitive Business at the Franchisee's Franchised Business location.

(f) Recipient covenants not to engage in any activity which might injure the goodwill of the Principal Trademarks or the System at any time. This provision shall survive termination of the Recipient's relationship with Franchisee.

(g) Recipient acknowledges that his or her skills and abilities are of a general nature and Recipient has other opportunities for exploiting these skills. Consequently, the

enforcement of the covenants made in this Section 3 will not deprive Recipient of his or her personal goodwill or ability to earn a living.

(h) Recipient agrees and acknowledges that each of the covenants contained herein are reasonable limitations as to time, geographical area and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the know-how, reputation, goodwill and other legitimate business interests of Franchisor, its affiliates and Franchisee. Recipient also agrees and acknowledges that the reputation, goodwill and foregoing are legitimate business interests of Franchisor, its affiliates and Franchisee and they require the protection of the covenants contained herein. The legitimate business interests of Franchisor, its affiliates and Franchisee also include but are not limited to: (i) maintaining the confidential nature of the Confidential Information; (ii) preserving the Franchisor's ability to develop franchises at or near the Franchised Business location, within the Territory assigned to the Franchisee and within the territorial boundaries of the restrictive covenant described above in subsection 3(d); (iii) preventing potential customer confusion; (iv) protecting Franchisee and other franchisees from competition from Recipient; and (v) protecting the System as a whole including the franchisee network. If any provision of this Confidentiality, Non-Use and Non-Competition Agreement Form (including any sentences, clauses, or any part thereof) shall be held contrary to law or incomplete or unenforceable in any respect, the remaining provisions shall not be affected but shall remain in full force and effect; any invalidated provisions shall be severed and this Agreement modified to the extent necessary to render it valid and enforceable.

(i) Franchisor, its affiliates and Franchisee shall have the right to reduce the scope of any covenant contained in this Section 3 effective immediately upon Recipient's receipt of written notice and Recipient agrees to comply forthwith with any covenants as so modified which will be enforceable notwithstanding the provisions of Section 6.

4. Enforcement

Recipient acknowledges that violation of the covenants contained in this Agreement would result in immediate and irreparable injury to Franchisee, Franchisor and its affiliates for which no adequate remedy at law will be available. Accordingly, Recipient hereby consents to the entry of an injunction procured by Franchisee, Franchisor and/or its affiliates prohibiting any conduct by Recipient in violation of the terms, covenants and/or restrictions of this Agreement without the need of a bond. Recipient expressly agrees that it may conclusively be presumed in any legal action that any violation of the terms of these terms, covenants and/or restrictions was accomplished by and through my unlawful utilization of the Confidential Information. Further, Recipient expressly agrees that any claims Recipient may have against Franchisee, Franchisor and/or its affiliates will not constitute a defense to the enforcement of the terms, covenants and/or restrictions set forth in this Agreement by Franchisee, Franchisor and/or its affiliates. Recipient further agrees to pay all costs and expenses (including attorneys' fees, experts' fees, court costs and all other expenses of litigation) incurred by Franchisee, Franchisor and/or its affiliates in connection with the enforcement of the terms, covenants and/or restrictions of this Agreement.

5. Definitions

(a) The term “affiliates” (with respect to Recipient) means any and all corporations, limited liability companies, partnerships, trusts or other entities controlling, controlled by or under common control with Recipient, including but not limited to subsidiaries, parents and sibling entities.

(b) The term "control" shall mean the control or ownership of ten percent (10%) or more of the beneficial interest in the person or entity referred to.

(c) The term "Competitive Business" means: (i) any café business which is the same or substantially similar to the Franchised Business or any business which offers to sell or sells any products or services which are the same or substantially similar to any of the products or services offered by the Franchised Business, or (ii) any business granting franchises or licenses to others to operate such a business (other than a franchised business operated under a franchise agreement with Franchisor).

(d) The term “Owner” means any individual or entity (including all spouses, partners, members or shareholders of such individual or entity) that has any direct or indirect ownership interest of five percent (5%) or more in Recipient (or at such later time as they assume such status), whether or not such interest is of record, beneficially or otherwise. The term “Owners” shall also include individuals, partners, members and shareholders and (spouses of such individuals, partners, members and shareholders) with an ownership interest of five percent (5%) or more in any partnership, corporation or limited liability company that holds a controlling interest in the Recipient entity.

6. Miscellaneous.

(a) Franchisee, Franchisor and its affiliates make no representations or warranties as to the accuracy or completeness of the Confidential Information provided to Recipient and shall not be liable, directly or indirectly, to Recipient or any of Recipient's affiliates as a result of any use of the Confidential Information by or on behalf of Recipient and/or its affiliates. Recipient specifically waives any and all claims for any loss or damage suffered by it due to its use of the Confidential Information and agrees to indemnify and hold Franchisee, Franchisor and its affiliates harmless for any claims made against Franchisee, Franchisor and/or its affiliates based upon Recipient's provision of the Confidential Information to third parties.

(b) If all or any portion of the covenants not to compete set forth in this Agreement are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court, arbitrator or agency will be empowered to revise and/or construe the covenants to fall within permissible legal limits, and should not by necessity invalidate the entire covenants. Recipient acknowledges and agrees to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenants were separately stated in and made a part of this

Agreement.

(c) This Agreement shall be binding upon and shall inure to the benefit of Franchisee and Recipient and their respective subsidiaries, affiliates, successors and assigns.

(d) This Agreement shall be governed by the laws of the country of New York without recourse to New York (or any other) choice of law or conflicts of law principles.

(e) This Agreement contains the complete understanding of Recipient and Franchisee with respect to the Confidential Information and this Agreement shall not be amended without the prior written consent of the parties.

(f) Recipient acknowledges that Franchisor, its affiliates, successors and assigns, are third-party beneficiaries under this Agreement and may enforce this Agreement. Recipient further acknowledges that: (i) a copy of this Agreement is being delivered to Franchisor; (ii) Franchisor is relying on the parties' compliance with this Agreement; and (iii) this Agreement may not be amended, or terminated nor any rights or obligations of Recipient waived hereunder without the prior written consent of the Franchisor.

(g) This Agreement may be executed in counterparts and each copy so executed and delivered shall be deemed an original.

7. Choice of Law and Venue

(a) This Agreement is to be exclusively construed in accordance with and/or governed by the laws of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of New York, and if the Franchised Business is located outside of New York and the provision would be enforceable under the laws of the state in which the Franchised Business is located, then that provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of New York or any other country or state, which would not otherwise apply.

(b) Recipient and Franchisee agree to institute any litigation that the undersigned may commence arising out of or related to this Agreement or the Franchise Agreement; any breach of the Franchise Agreement; the relations between the parties; and any and all disputes between the parties, whether sounding in contract, tort, or otherwise, exclusively in a court of competent jurisdiction which is either a New York state court in New York, New York or in the United States District Court for the Southern District of New York, unless otherwise brought by Franchisor. The undersigned hereby waive and covenant never to assert or claim that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens). The undersigned further agree that Franchisor may institute any litigation that it commences arising out of or related to this Agreement

or the Franchise Agreement; any breach of this Agreement or the Franchise Agreement; the relations between the parties; and any and all disputes between the parties, whether sounding in contract, tort, or otherwise, in any court of competent jurisdiction, wherever situated, that Franchisor selects. The undersigned agree that any dispute as to the venue for the litigation Franchisor institutes will be submitted to and resolved exclusively by the court of competent jurisdiction in which Franchisor commenced the litigation. The undersigned hereby waive and covenant never to assert or claim that this venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens). All depositions in connection with any litigation between the parties shall be held in the jurisdiction and venue where any such litigation is commenced.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Recipient: _____

By: _____

Franchisee: _____

By: _____

Its: _____

**FRANCHISE AGREEMENT
EXHIBIT 8**

**INTERNET ADVERTISING AND TELEPHONE LISTING
AGREEMENT**

THIS INTERNET ADVERTISING AND TELEPHONE LISTING AGREEMENT (the “Agreement”) is made and entered into this day of _____ (the “Effective Date”), by and between Filli Café Franchise LLC, a Dubai South Free Zone limited liability company (the “Franchisor”), and _____, a(n) _____, with its principal place of business located at _____ and _____’s principal(s), _____, an individual, residing at _____, and _____, an individual, residing at _____ (“Principal(s)”). and Principal(s) shall be collectively referred to in this Agreement as the “Franchisee”.

WHEREAS, Franchisee desires to enter into a franchise agreement with Franchisor for the right to operate three (3) or more Filli Café franchised businesses (the “Franchise Agreement”) and in connection therewith conduct internet-based advertising, maintain social media accounts, use software, and use telephone listings, in accordance with the terms and conditions set forth in the Franchise Agreement.

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee’s agreement to enter into, comply with, and be bound by all the terms and provisions of this Agreement;

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

Definitions. All terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Franchise Agreement. “Termination” of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof. Moreover, Termination shall also include, with respect to any one or more of Franchisee’s Franchised Businesses, the Franchisor’s exercise of its Partial Termination rights with respect to such Franchised Business.

2. Internet Advertising and Telephone Listings

2.1 Interest in Web Sites, Social Media Accounts, Other Electronic Listings and Software. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of Franchise Agreement, certain right, title, or interest in and to certain domain names, social media accounts, hypertext markup language, uniform resource locator addresses, access to corresponding internet web sites, the right to hyperlink to certain web sites and listings on various internet search engines, and the right to use certain software (collectively, “Electronic Advertising and Software”) related to the Franchised Business or the Principal Trademarks.

2.2 Interest in Telephone Numbers and Listings. Franchisee has or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, internet page, and other telephone directory listings (collectively,

the “Telephone Listings”) related to one or more of the Franchised Business or the Principal Trademarks.

2.3 Transfer. On Termination of the Franchise Agreement or Franchisor’s exercise of its Partial Termination rights, or on periodic request of Franchisor, Franchisee will immediately:

2.3.1 direct all internet service providers, domain name registries, internet search engines, other listing agencies and software companies (collectively, the “Internet and Software Companies”) with which Franchisee has Electronic Advertising and Software: (i) to transfer all of Franchisee’s interest in such Electronic Advertising and Software to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Electronic Advertising and Software, Franchisee will immediately direct the Internet and Software Companies to terminate such Electronic Advertising and Software or will take such other actions with respect to the Electronic Advertising and Software as Franchisor directs; and

2.3.2 direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the “Telephone Companies”) with which Franchisee has Telephone Listings: (i) to transfer all Franchisee’s interest in such Telephone Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Listings or will take such other actions with respect to the Telephone Listings as Franchisor directs.

2.4 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor’s benefit under the Franchise Agreement and this Agreement or otherwise, with full power of substitution, as Franchisee’s true and lawful attorney-in-fact with full power and authority in Franchisee’s place and stead, and in Franchisee’s name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.4.1 Direct the Internet and Software Companies to transfer all Franchisee’s interest in and to the Electronic Advertising and Software to Franchisor, or alternatively, to direct the Internet and Software Companies to terminate any or all of the Electronic Advertising and Software;

2.4.2 Direct the Telephone Companies to transfer all Franchisee’s interest in and to the Telephone Listings to Franchisor, or alternatively, to direct the Telephone Companies to terminate any or all of the Telephone Listings; and

2.4.3 Execute such standard assignment forms or other documents as the Internet and Software Companies and/or Telephone Companies may require in order to affect such transfers or terminations of Franchisee’s interest.

2.5 Certification of Termination. Franchisee hereby directs the Internet and Software Companies and Telephone Companies to accept, as conclusive proof of Termination of the Franchise Agreement or of Franchisor's exercise of its Partial Termination rights with respect to any one or more of the Franchisee's Franchised Businesses, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated or Franchisor has exercise its Partial Termination rights with respect to any one or more of the Franchisee's Franchised Businesses.

2.6 Cessation of Obligations. After the Internet and Software Companies and the Telephone Companies have duly transferred all Franchisee's interests as described in paragraph 2.3 above to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations with respect to the particular Electronic Advertising and Software and/or Telephone Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet and Software Companies and Telephone Companies for the respective sums Franchisee is obligated to pay to them for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such interests, or for any other obligations not subject to the Franchise Agreement or this Agreement.

3. Miscellaneous

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet and Software Companies and/or Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertible in, or in any way related to this Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, debts, claims, demands, or obligations that are related to or are based on this Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's interest in any matter hereunder.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Agreement, all provisions of the Franchise Agreement and exhibits and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Agreement shall survive the Termination of the Franchise Agreement.

3.8 Governing Law. This Agreement shall be governed by and construed under the laws of New York, without regard to the application of New York conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have executed this Internet Advertising and Telephone Listing Agreement this _____ day of _____.

FRANCHISEE:

By: _____

Print Name:

Title:

FRANCHISOR:

Filli Café Franchise LLC

By: _____

Print Name:

Title:

**FRANCHISE AGREEMENT
EXHIBIT 9**

GUARANTEE

In consideration of the execution by Franchisor of the Franchise Agreement (the "Agreement") dated the _____ day of _____, 20____, between FiLLi IP Rights Management DWC LLC ("Franchisor") and _____ ("Franchisee") and for other good and valuable consideration, each of the undersigned, for themselves, their heirs, successors and assigns, do jointly, individually and severally hereby absolutely and unconditionally guarantee the payment of all amounts and the performance of all covenants, terms, conditions, agreements and undertakings contained and set forth in said Franchise Agreement and in any other agreement(s) by and between Franchisee and Franchisor.

1. If more than one person has executed this guarantee ("Guarantee"), the term "the undersigned", as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

2. The undersigned, individually and jointly, hereby agree to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in said Agreement and any other agreement(s) by and between Franchisee and Franchisor, and agree that this Guarantee shall be construed as though the undersigned and each of them executed agreement(s) containing the identical terms and conditions of the Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor.

3. The undersigned hereby agree that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder (a) any term, covenant or condition of the Agreement may be amended, compromised, released or otherwise altered by Franchisor and Franchisee, and the undersigned do guarantee and promise to perform all the obligations of Franchisee under the Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Agreement may be released, substituted or added; (c) any right or remedy under the Agreement, this Guarantee or any other instrument or agreement between Franchisor and Franchisee may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and (d) Franchisor or any other person may deal in any manner with Franchisee, any of the undersigned, any party to the Agreement or any other person.

4. Should Franchisee be in breach or default under the Agreement or any other agreement(s) by and between Franchisee and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Franchisee and

without proceeding against or naming in such suit any other Franchisee, signatory to the Agreement or any others of the undersigned.

5. Notice to or demand upon Franchisee or any of the undersigned shall be deemed notice to or demand upon Franchisee and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned. The cessation of or release from liability of Franchisee or any of the undersigned shall not relieve any other guarantor from liability pursuant to this Guarantee, under the Agreement, or under any other agreement(s) between Franchisor and Franchisee, except to the extent that the breach or default has been remedied or moneys owed have been paid.

6. Any waiver, extension of time or other indulgence granted by Franchisor or its agents, successors or assigns, with respect to the Agreement or any other agreement(s) by and between Franchisee and Franchisor, shall in no way modify or amend this Guarantee, which shall be continuing, absolute, unconditional and irrevocable.

7. It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guarantee shall inure to the benefit of the Franchisor, its successors and assigns. This Guarantee may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

8. Governing Law, Arbitration, Jurisdiction and Venue

a. This Guarantee, all relations between the parties and any and all disputes between the parties, whether sounding in contract, tort or otherwise, are to be exclusively construed in accordance with and/or governed by the law of New York without recourse to New York (or any other) choice of law or conflicts of law principles. If, however, any provision of this Guarantee would not be enforceable under the laws of New York, and if any Franchised Business is located outside of New York and the provision would be enforceable under the laws of that state, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Section 8 is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law of New York or any other country or state, which would not otherwise apply.

b. All claims, controversies or disputes, except for those claims, controversies or disputes provided for in Section 8(g), the party asserting the claim shall submit such claim, controversy or dispute exclusively to arbitration, to be held in New York, New York, before and in accordance with the Commercial Rules of Arbitration of the AAA.

c. Any arbitration under this Section 8 shall be conducted by a single arbitrator mutually agreed to by the parties. If within thirty (30) days after a demand for arbitration is made, the parties are unable to agree on a single arbitrator, an arbitrator shall be selected in the following manner: Franchisor and Guarantor shall obtain an identical list of arbitrators from the American Arbitration Association, containing an odd number of arbitrators, and shall take alternating turns striking the name of an arbitrator off the list

until one name remains. Guarantor shall strike the first name off the list.

d. In no event shall the arbitrator be entitled to award punitive, incidental, special or consequential damages against the Franchisor.

e. Any award rendered in connection with an arbitration pursuant to this Section 8 shall be final and binding. The parties may initiate litigation in any court of competent jurisdiction to confirm, enter and enforce such arbitration award.

f. Franchisor and Guarantor agree that arbitration will be conducted only on an individual, not a class-wide, basis, and that an arbitration proceeding between Franchisor (including its subsidiaries, affiliates, shareholders, officers, directors, managers, representatives and employees) and Guarantor (and the Franchisee) may not be consolidated with any other arbitration proceeding between them and any other person or legal entity. No findings, conclusions, orders or awards emanating from any arbitration proceeding conducted hereunder may be introduced, referred to or used in any subsequent or other proceeding as a precedent, to collaterally estop any party from advancing any claim or defense or from raising any like or similar issues, or for any other purpose whatsoever. The parties agree that the principles of collateral estoppel shall not apply in any arbitration proceeding conducted under this Section.

g. Notwithstanding anything to the contrary above, Franchisor may institute litigation (without first proceeding with arbitration) exclusively in a court of competent jurisdiction: (1) to protect the Principal Trademarks, any intellectual property and Confidential Information; (2) to determine the validity of termination of the Franchise Agreement and/or any other related agreement as well as the Franchisor's exercise of its Partial Termination rights; (3) to enforce the termination of the Franchise Agreement and/or any other related agreement as well as the Franchisor's exercise of its Partial Termination rights; (4) to enforce the Confidentiality, Non-Use and Non-Competition Agreement and any other agreement executed by Franchisee; (5) to confirm, enter and enforce an arbitrator's award; (6) for monies owed; and (7) to enjoin or restrain Franchisee from otherwise causing immediate and irreparable harm to Franchisor, its parent and/or its affiliates.

h. The provisions of this Section are intended to benefit and bind certain third party non-signatories (including without limitation the undersigned's owners and guarantors) and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Guarantee.

i. Franchisor and the undersigned hereby agree and acknowledge that this Section 8 shall bind the undersigned guarantors, whether or not such guarantors were named parties to the arbitration and/or litigation.

9. Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

IN WITNESS WHEREOF, each of the undersigned has executed this Guarantee effective as of the date of the Franchise Agreement.

Signature

Printed Name

Address

Signature

Printed Name

Address

**FRANCHISE AGREEMENT
EXHIBIT 10
JOINDER**

JOINDER TO FRANCHISE AGREEMENT

This JOINDER TO FRANCHISE AGREEMENT (this “**Joinder**”), is made effective as of _____, _____ and is entered into between and among _____, a _____ (the “**Affiliate**”), _____, a _____ (the “**Franchisee**”), and Filli IP Rights Management DWC LLC, a Dubai South Free Zones Limited Liability Company (the “**Franchisor**”).

WHEREAS, Franchisor and Franchisee entered into that certain Franchise Agreement dated _____ (the “**Franchise Agreement**”), a copy of which is annexed hereto as Exhibit A;

WHEREAS, Affiliate is an affiliate of Franchisee, was formed for the purpose of operating a Franchised Business in accordance with the Franchise Agreement, and hereby desires to join in and become bound by the Franchise Agreement; and

WHEREAS, as a condition to Franchisor’s consent to Affiliate operating a Franchised Business under the Franchise Agreement, the parties desire to enter into this Joinder.

NOW THEREFORE, each of the parties hereto agrees as follows:

1. **Defined Terms.** Capitalized terms used in this Joinder and not otherwise defined shall have the meanings specified in the Franchise Agreement.

2. **Joinder; Assumption of Obligations.** Affiliate hereby joins in the Franchise Agreement and agrees that, from and after the date hereof, Affiliate shall be bound by, and shall comply with, all of the terms, covenants, conditions, restrictions and obligations of the Franchise Agreement as if Affiliate were an original signatory thereto and named therein as a “Franchisee.”

3. **References to Franchisee.** From and after the date of this Joinder, all references in the Franchise Agreement to “Franchisee” shall be deemed to mean Franchisee and Affiliate, collectively and individually, as the context requires, and each of Franchisee and Affiliate shall be deemed a “Franchisee” for all purposes under the Franchise Agreement.

4. **Joint and Several Liability.** Franchisee and Affiliate shall be jointly and severally liable for the full and timely payment, performance and discharge of all liabilities, obligations, covenants and agreements of the Franchisee under the Franchise Agreement, whether arising before, on or after the date of this Joinder. Franchisor shall be entitled to enforce the Franchise Agreement against either Franchisee or Affiliate, or both of them, without first proceeding against the other.

5. **No Release.** Nothing in this Joinder shall release, limit or otherwise impair any obligation or liability of Franchisee under the Franchise Agreement, all of which are hereby ratified, confirmed and continued in full force and effect.

6. **Miscellaneous.** This Joinder shall be deemed to be part of, and a modification to, the Franchise Agreement and shall be governed by all the terms and provisions of the Franchise Agreement, with respect to the modifications intended to be made thereto, which

terms are incorporated herein by reference, are ratified and confirmed and shall continue in full force and effect as valid and binding agreements of each party enforceable against such party.

7. **Conflict.** In the event of any conflict between the terms of this Joinder and the terms of the Franchise Agreement, the terms of this Joinder shall control solely with respect to the subject matter hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be duly executed and delivered as of the date first above written.

AFFILIATE:

[_____]

By: _____
Name:
Title:

FRANCHISEE:

[_____]

By: _____
Name:
Title:

FRANCHISOR:

Filli IP Rights Management DWC LLC

By: _____
Name:
Title:

EXHIBIT A
FRANCHISE AGREEMENT

**FRANCHISE AGREEMENT
EXHIBIT 11**

STATE AMENDMENTS TO FRANCHISE AGREEMENT

**AMENDMENT TO FiLLi IP RIGHTS MANAGEMENT DWC LLC
FRANCHISE AGREEMENT
FOR THE STATE OF VIRGINIA**

The Franchise Agreement between _____
("Franchisee") and FiLLi IP Rights Management DWC LLC ("Franchisor") dated _____
_____, 20__ (the "Agreement"), shall be amended and superseded by the
addition of the following language, which shall be considered an integral part of the
Agreement (the "Amendment"):

VIRGINIA LAW MODIFICATIONS

The Agreement is amended to include the following:

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.

Estimated Initial Investment. The franchisee will be required to make an estimated initial
investment ranging from \$624,500 to \$915,500. This amount exceeds the franchisor's
stockholders' equity as of December 31, 2025, which is \$184,885.

IN WITNESS WHEREOF, the Franchisee on behalf or itself and its equity owners
acknowledges that it has read and understands the contents of this Amendment, that it has
had the opportunity to obtain the advice of counsel, and that it intends to comply with this
Amendment and be bound by it. The parties have duly executed and delivered this
Amendment to the Agreement on _____, 20__.

FRANCHISEE: _____

BY: _____

NAME: _____

TITLE: _____

FiLLi IP Rights Management DWC LLC

BY: _____

NAME: _____

TITLE: _____

EXHIBIT C

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EXHIBIT D

LIST OF FRANCHISEES

AS OF DECEMBER 31, 2025

State	Franchisees	Opened	Name	Telephone Number
Texas	ZAMAS LLC 5600 Hillcroft St. Houston, TX 77036	01/03/2022	Mr Sajid Iqbal	+18322484355
Texas	ZAMAS LLC 11920 S Texas 6 #600 Sugar Land, TX 77498	03/14/2024	Mr Sajid Iqbal	+18322484355
New York	Tea and coffee shop LLC 350 S Broadway, Unit 1 Hicksville, NY 11801	05/10/2025	Mr. Sagar Khanna	+13477776000
Ohio	SAFE FRANCHISES INC 9015 Columbus Pike Lewis Center, OH 43035	02/15/2026	Mr. Feroz Shaik	+14167867575
Illinois	USA SHEPHERDS LLC 100 E Roosevelt Rd., Unit 26/27 Villa Park, IL 60181	01/03/2025	Mr. Altaf Aman	+14047755145
Michigan	SAFE CAFÉ LLC* 22220 Michigan Ave. Dearborn, MI 48124	01/04/2024	Mr Feroz Shaik Mohammed Sajid	+17328811000
Virginia	ZARA RAZA FOOD LLC 13881 Metrotech Dr. #G Chantilly, VA 20151	01/07/2025	Mr. Salman Ul Haq	+923345023291

* as of the date of this disclosure document, this location has ceased doing business.

**FRANCHISEES WHO HAVE SIGNED FRANCHISE AGREEMENTS,
BUT HAVE NOT OPENED BY DECEMBER 31, 2025**

State	Franchisees	Opened	Name	Telephone Number
Washington	IRSHAD BROTHERS ASSOCIATES LLC		Mr. Umair Ashraf	+13107214849
Arizona	MUMTAZ FOODS LLC		Mr. Ahamadullah Mohammed	+16366759251
Wisconsin	USA SHEPHERDS LLC 100 E Roosevelt Rd., Unit 26/27 Villa Park, IL 60181		Mr. Altaf Aman	+14047755145

FORMER FRANCHISEES WHO HAVE LEFT THE SYSTEM IN 2025

None.

EXHIBIT E

FILLI IP RIGHTS MANAGEMENT DWC LLC

FINANCIAL STATEMENTS



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Filli IP Rights Management DWC LLC
Independent Auditor's Report
For the Year Ended December 31, 2025

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Independent Auditor's Report

Board of Directors
Filli IP Rights Management DWC LLC
00, 3rd Floor, A3, Dubai South Business Center
PO BOX 96720
Dubai, United Arab Emirates

Opinion

We have audited the financial statements of Filli IP Rights Management DWC LLC, which comprise the balance sheet as of December 31, 2025, and the related statements of income, changes in members' equity, and cash flows for the period December 31, 2025, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Filli IP Rights Management DWC LLC, as of December 31, 2025, and the results of its operations, changes in its members' equity, and its cash flows for the period December 31, 2025, in accordance with accounting principles generally accepted in the United States.

Basis for Opinion

We conducted our audit 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 Filli IP Rights Management DWC LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Filli IP Rights Management DWC LLC ability to continue as a going concern for one year after the date that the financial statements are issued.



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Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS we:

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

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


SAGAR BAJOR, CPA
Licence No.: CA-0014602
AT and F International, Incorporated
Firm License No.: CF-0010900
Kent, Dover, DE-19901

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Balance sheet

Filli IP Rights Management DWC LLC

As of December 31, 2025

(Amounts in \$)

		As of Dec 31, 2025	As of Dec 31, 2024
Assets			
Current assets			
Trade and other receivables		138,011	98,896
Cash and bank balances		209,073	102,458
Total current assets		347,084	201,354
Non-current assets			
Property, plant and equipment	10	1,005	2,878
Total non-current assets		1,005	2,878
Total assets		348,089	204,233
Liabilities			
Current liabilities			
Trade and other payables	11	43,650	25,948
Contract Liabilities		105,535	73,317
Total current liabilities		149,185	99,265
Non-current liabilities			
Provision for employees' end of service indemnity		14,019	12,469
Total non-current liabilities		14,019	12,469
Total liabilities		163,204	111,734
Equity	14		
Share capital		81,666	81,666
Retained earnings		10,827	(19,854)
Profit for the year		157,716	96,015
Distributions		(65,334)	(65,334)
Accumulated OCI		10	5
Net equity		184,885	92,498
Total liability and Equity		348,089	204,233

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Profit & Loss

Filli IP Rights Management DWC LLC

Jan 1, 2025 - Dec 31, 2025

		(Amounts in \$)
		As of Dec 31, 2025
Revenue	12	788,616
Cost of revenue		-
Gross profit		788,616
Salaries and benefits		(406,095)
Rent expenses		(13,203)
Administrative expenses	13	(199,570)
Depreciation on property, plant and equipment		(12,032)
Operating profit		157,716
Other income		-
Net Profit		157,716
Foreign Currency Translation (OCI)		5
Total comprehensive income for the year		157,721

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Statement of Cash Flows

Filli IP Rights Management DWC LLC

Jan 1, 2025 - Dec 31, 2025

CASH FLOW FROM OPERATING ACTIVITIES	(Amounts in \$)
Net Profit	157,716
Depreciation	(12,032)
(Increase)/decrease in Accounts Receivables	(39,115)
Increase /(decrease) in Accounts Payables	17,702
Increase /(decrease) in Other Liabilities	32,218
NET CASH FROM OPERATING ACTIVITIES	156,489
CASH FLOW FROM INVESTING ACTIVITIES	
(Purchase) of Tangible Assets	13,905
NET CASH FROM INVESTING ACTIVITIES	13,905
CASH FLOW FROM FINANCING ACTIVITIES	
Issuance of Debt	1,550
Issuance of Equity	-
Distributions	-
Accumulated OCI	5
Dividends Paid	(65,334)
NET CASH FROM FINANCING ACTIVITIES	(63,779)
NET INCREASE/(DECREASE) IN CASH FLOW	106,615
CASH AT THE BEGINNING	102,458
CASH AT THE END OF THE PERIOD	209,073

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NOTES TO THE FINANCIAL STATEMENTS:

1. Nature of Operations

Filli IP Rights management DWC LLC is incorporated in the United Arab Emirates under Trade License No. 2907 and operates primarily in cafe and restaurant services, trading activities, and intellectual property right management. The company's registered office is located in Dubai, United Arab Emirates.

2. Basis of Presentation and Significant Accounting Policies

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP) on the accrual basis of accounting and under the historical cost convention.

Principles of Consolidation

The financial statements include the accounts of the Company and its subsidiaries. All intercompany balances and transactions have been eliminated.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. Significant estimates include expected credit losses, useful lives of property and equipment, lease assumptions, and impairment assessments. Actual results could differ from those estimates.

3. Revenue Recognition (ASC 606)

The Company recognizes revenue in accordance with ASC 606, *Revenue from Contracts with Customers*, when control of goods or services is transferred to customers in an amount that reflects the consideration expected to be received.

Revenue streams include:

- Retail sales (food and beverages): recognized at a point in time when goods are delivered to customers.
- Franchise and royalty income: recognized over time or as earned based on contractual arrangements.
- Other income: recognized on an accrual basis when earned.

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4. Financial Instruments and Credit Losses

Financial instruments consist primarily of cash, trade receivables, trade payables, borrowings, and lease liabilities. These instruments are measured at amortized cost unless otherwise required by US GAAP.

Trade receivables are recorded at invoiced amounts and are non-interest bearing. The Company applies the Current Expected Credit Loss (CECL) model under ASC 326 to estimate expected credit losses. The allowance is based on historical experience, current conditions, and forward-looking information. Receivables are written off when deemed uncollectible.

5. Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, bank balances, and highly liquid investments with original maturities of three months or less.

6. Inventory

Inventory is measured at the lower of cost or net realizable value. Cost is determined using the weighted-average method and includes all costs incurred in bringing the inventory to its present location and condition.

7. Income Taxes (ASC 740)

The Company accounts for income taxes under ASC 740. Income tax expense includes both current and deferred taxes.

Deferred tax assets and liabilities are recognized for temporary differences between the financial statement carrying amounts and tax bases of assets and liabilities. A valuation allowance is recorded when it is more likely than not that deferred tax assets will not be realized.

The Company is subject to applicable tax regulations in the United Arab Emirates.

8. Financial Risk and Capital Management

The Company's financial instruments expose it to certain risks, including credit risk, liquidity risk, and market risk.

- Credit risk arises from receivables and is managed through credit evaluations.
- Liquidity risk is managed by maintaining sufficient cash and access to funding.
- Market risk includes limited exposure to foreign currency and interest rate fluctuations.

The Company manages its capital structure to ensure it remains a going concern while optimizing returns to stakeholders.

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9. Foreign Currency Translation

The accompanying financial statements have been translated from United Arab Emirates Dirhams (AED), the Company's functional currency, into reporting currency United States Dollars (USD) in accordance with the provisions of ASC 830, Foreign Currency Matters.

The financial statements were translated as follows:

- Assets and liabilities were translated at the closing exchange rate as of the balance sheet date (USD 0.27223 per AED).
- Income and expenses were translated at the average exchange rate for the reporting period (USD 0.272225 per AED), which approximates the exchange rates at the dates of the underlying transactions.
- Equity accounts, including share capital and opening retained earnings, were translated at historical exchange rates (USD 0.27222 per AED).

Translation adjustments arising from the use of different exchange rates have been recorded in Other Comprehensive Income (OCI) as a separate component of equity under cumulative translation adjustment (CTA), in accordance with US GAAP.

These translation adjustments do not impact net income for the period.

10. Property, Plant and Equipment

	USD	USD
Property, plant and Equipment	2025	2024
Furniture, Fixture and equipment - at cost	9,365	9,364
Less: Accumulated Depreciation	(8,359)	(6,486)
Total	1,005	2,878

11. Trade and Other Payables

	USD	USD
Trade and other payables	2025	2024
Trade Payables	25,527	21,431
Intercompany	18,122	4,517
Total	43,650	25,948

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12. Revenue

	USD	USD
Revenue	2025	2024
At point in time		
Franchise related income	357,113	344,154
At point over time		
Royalty income	431,503	280,463
	788,616	624,616

13. Administrative Expense

	USD	USD
Administrative Expense	2025	2024
Communication and utilities	1,836	2,449
Repairs and maintenance	24,015	25,748
Legal and Professional expenses	92,834	45,668
Insurance Expenses	240	240
Franchise Expense	28,758	36,418
Trade Mark and Patent	8,681	1,351
Management fees	32,667	24,500
Travel and Vehicle expenses	3,397	3,026
Bank Charges	993	1,072
Printing and Stationery	4,741	292
Parking Expenses	783	1,220
Website Development	625	770
	199,570	142,753

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14. Statement of Change in Equity

Particulars	Share Capital (USD)	Retained Earnings (USD)	Founder's Current Account (USD)	Total Equity (USD)
Balance at 1 January 2025	81,666	10,827	-	92,493
Profit after corporate tax expense for the year	-	157,716	-	157,716
Other comprehensive income for the year, net of tax	-	-	-	-
Total comprehensive income for the year	-	157,716	-	157,716
Share Capital Introduced	-	-	-	-
Transfer to Statutory Reserve	-	-	-	-
Funds withdrawn – net	-	-	(65,334)	(65,334)
Balance at 31 December 2025	81,666	168,543	(65,334)	184,875
Accumulated OCI				10
				184,885

15. Subsequent Events

Management has evaluated events subsequent to the reporting date through the date these financial statements were issued.

No material events have occurred after 31 December 2025 that would require adjustment to or disclosure in these financial statements.



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Filli IP Rights Management DWC LLC
Independent Auditor's Report
For the Year Ended December 31, 2024

Headquarter: 8 The Green, Ste D, Dover, Kent DE 19901, USA

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Independent Auditor's Report

Board of Directors
Filli IP Rights Management DWC LLC
00, 3rd Floor, A3, Dubai South Business Center
PO BOX 96720
Dubai, United Arab Emirates

Opinion

We have audited the financial statements of Filli IP Rights Management DWC LLC, which comprise the balance sheet as of December 31, 2024, and the related statements of income, changes in members' equity, and cash flows for the period December 31, 2024, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Filli IP Rights Management DWC LLC, as of December 31, 2024, and the results of its operations, changes in its members' equity, and its cash flows for the period December 31, 2024, in accordance with accounting principles generally accepted in the United States.

Basis for Opinion

We conducted our audit 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 Filli IP Rights Management DWC LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Filli IP Rights Management DWC LLC ability to continue as a going concern for one year after the date that the financial statements are issued.



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Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS we:

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

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


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Balance sheet

Filli IP Rights Management DWC LLC

As of December 31, 2024

(Amounts in \$)

		As of Dec 31, 2024	As of Dec 31, 2023
Assets			
Current assets			
Trade and other receivables		98,896	106,952
Cash and bank balances		102,458	14,009
Total current assets		201,354	120,961
Non-current assets			
Property, plant and equipment	10	2,878	4,316
Total non-current assets		2,878	4,316
Total assets		204,233	125,277
Liabilities			
Current liabilities			
Trade and other payables	11	25,948	51,212
Contract Liabilities		73,317	-
Total current liabilities		99,265	51,212
Non-current liabilities			
Provision for employees' end of service indemnity		12,469	12,245
Total non-current liabilities		12,469	12,245
Total liabilities		111,734	63,457
Equity	14		
Share capital		81,666	81,666
Retained earnings		(19,854)	(70,241)
Profit for the year		96,015	115,725
Distributions		(65,334)	(65,339)
Accumulated OCI		5	8
Net equity		92,498	61,820
Total liability and Equity		204,233	125,277

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Profit & Loss

Filli IP Rights Management DWC LLC

Jan 1, 2024 - Dec 31, 2024

		(Amounts in \$)
		As of Dec 31, 2024
Revenue	12	624,616
Cost of revenue		-
Gross profit		624,616
Salaries and benefits		(361,212)
Rent expenses		(13,203)
Administrative expenses	13	(142,753)
Depreciation on property, plant and equipment		(11,433)
Operating profit		96,015
Other income		-
Net Profit		96,015
Foreign Currency Translation (OCI)		3
Total comprehensive income for the year		96,012

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Statement of Cash Flows

Filli IP Rights Management DWC LLC

Jan 1, 2024 - Dec 31, 2024

CASH FLOW FROM OPERATING ACTIVITIES	(Amounts in \$)
Net Profit	96,015
Depreciation	(11,433)
(Increase)/decrease in Accounts Receivables	8,056
Increase /(decrease) in Accounts Payables	(25,264)
Increase /(decrease) in Other Liabilities	73,317
NET CASH FROM OPERATING ACTIVITIES	140,691
CASH FLOW FROM INVESTING ACTIVITIES	
(Purchase) of Tangible Assets	12,871
NET CASH FROM INVESTING ACTIVITIES	12,871
CASH FLOW FROM FINANCING ACTIVITIES	
Issuance of Debt	224
Issuance of Equity	-
Distributions	5
Accumulated OCI	(3)
Dividends Paid	(65,339)
NET CASH FROM FINANCING ACTIVITIES	(65,113)
NET INCREASE/(DECREASE) IN CASH FLOW	88,449
CASH AT THE BEGINNING	14,009
CASH AT THE END OF THE PERIOD	102,458

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NOTES TO THE FINANCIAL STATEMENTS:

1. Nature of Operations

Filli IP Rights management DWC LLC is incorporated in the United Arab Emirates under Trade License No. 2907 and operates primarily in cafe and restaurant services, trading activities, and intellectual property right management. The company's registered office is located in Dubai, United Arab Emirates.

2. Basis of Presentation and Significant Accounting Policies

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP) on the accrual basis of accounting and under the historical cost convention.

Principles of Consolidation

The financial statements include the accounts of the Company and its subsidiaries. All intercompany balances and transactions have been eliminated.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. Significant estimates include expected credit losses, useful lives of property and equipment, lease assumptions, and impairment assessments. Actual results could differ from those estimates.

3. Revenue Recognition (ASC 606)

The Company recognizes revenue in accordance with ASC 606, *Revenue from Contracts with Customers*, when control of goods or services is transferred to customers in an amount that reflects the consideration expected to be received.

Revenue streams include:

- Retail sales (food and beverages): recognized at a point in time when goods are delivered to customers.
- Franchise and royalty income: recognized over time or as earned based on contractual arrangements.
- Other income: recognized on an accrual basis when earned.

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4. Financial Instruments and Credit Losses

Financial instruments consist primarily of cash, trade receivables, trade payables, borrowings, and lease liabilities. These instruments are measured at amortized cost unless otherwise required by US GAAP.

Trade receivables are recorded at invoiced amounts and are non-interest bearing. The Company applies the Current Expected Credit Loss (CECL) model under ASC 326 to estimate expected credit losses. The allowance is based on historical experience, current conditions, and forward-looking information. Receivables are written off when deemed uncollectible.

5. Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, bank balances, and highly liquid investments with original maturities of three months or less.

6. Inventory

Inventory is measured at the lower of cost or net realizable value. Cost is determined using the weighted-average method and includes all costs incurred in bringing the inventory to its present location and condition.

7. Income Taxes (ASC 740)

The Company accounts for income taxes under ASC 740. Income tax expense includes both current and deferred taxes.

Deferred tax assets and liabilities are recognized for temporary differences between the financial statement carrying amounts and tax bases of assets and liabilities. A valuation allowance is recorded when it is more likely than not that deferred tax assets will not be realized.

The Company is subject to applicable tax regulations in the United Arab Emirates.

8. Financial Risk and Capital Management

The Company's financial instruments expose it to certain risks, including credit risk, liquidity risk, and market risk.

- Credit risk arises from receivables and is managed through credit evaluations.
- Liquidity risk is managed by maintaining sufficient cash and access to funding.
- Market risk includes limited exposure to foreign currency and interest rate fluctuations.

The Company manages its capital structure to ensure it remains a going concern while optimizing returns to stakeholders.

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9. Foreign Currency Translation

The accompanying financial statements have been translated from United Arab Emirates Dirhams (AED), the Company's functional currency, into reporting currency United States Dollars (USD) in accordance with the provisions of ASC 830, Foreign Currency Matters.

The financial statements were translated as follows:

- Assets and liabilities were translated at the closing exchange rate as of the balance sheet date (USD 0.27222 per AED).
- Income and expenses were translated at the average exchange rate for the reporting period (USD 0.272225 per AED), which approximates the exchange rates at the dates of the underlying transactions.
- Equity accounts, including share capital and opening retained earnings, were translated at historical exchange rates (USD 0.27223 per AED).

Translation adjustments arising from the use of different exchange rates have been recorded in Other Comprehensive Income (OCI) as a separate component of equity under cumulative translation adjustment (CTA), in accordance with US GAAP.

These translation adjustments do not impact net income for the period.

10. Property, Plant and Equipment

	USD	USD
Property, plant and Equipment	2024	2023
Furniture, Fixture and equipment - at cost	9,364	8,929
Less: Accumulated Depreciation	(6,486)	(4,613)
Total	2,878	4,316

11. Trade and Other Payables

	USD	USD
Trade and other payables	2024	2023
Trade Payables	21,431	22,865
Intercompany	4,517	28,346
Total	25,948	51,212

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12. Revenue

	USD	USD
Revenue	2024	2023
At point in time		
Franchise related income	344,154	441,905
At point over time		
Royalty income	280,463	212,939
	624,616	654,845

13. Administrative Expense

	USD	USD
Administrative Expense	2024	2023
Communication and utilities	2,449	2,079
Repairs and maintenance	25,748	24,149
Legal and Professional expenses	45,668	67,224
Insurance Expenses	240	232
Franchise Expense	36,418	38,622
Trade Mark and Patent	1,351	4,518
Management fees	24,500	16,335
Travel and Vehicle expenses	3,026	2,456
Bank Charges	1,072	986
Printing and Stationery	292	2,443
Parking Expenses	1,220	972
Website Development	770	677
	142,753	160,693

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14. Statement of Change in Equity

Particulars	Share Capital (USD)	Retained Earnings (USD)	Founder's Current Account (USD)	Total Equity (USD)
Balance at 1 January 2024	81,666	(19,854)	-	61,812
Profit after corporate tax expense for the year	-	96,015	-	96,015
Other comprehensive income for the year, net of tax	-	-	-	-
Total comprehensive income for the year	-	96,015	-	96,015
Share Capital Introduced	-	-	-	-
Transfer to Statutory Reserve	-	-	-	-
Funds withdrawn - net	-	-	(65,334)	(65,334)
Balance at 31 December 2024	81,666	76,161	(65,334)	92,493
Accumulated OCI				5
				92,498

15. Subsequent Events

Management has evaluated events subsequent to the reporting date through the date these financial statements were issued.

No material events have occurred after 31 December 2024 that would require adjustment to or disclosure in these financial statements.



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Filli IP Rights Management DWC LLC
Independent Auditor's Report
For the Year Ended December 31, 2023

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Independent Auditor's Report

Board of Directors
Filli IP Rights Management DWC LLC
00, 3rd Floor, A3, Dubai South Business Center
PO BOX 96720
Dubai, United Arab Emirates

Opinion

We have audited the financial statements of Filli IP Rights Management DWC LLC, which comprise the balance sheet as of December 31, 2023, and the related statements of income, changes in members' equity, and cash flows for the period December 31, 2023, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Filli IP Rights Management DWC LLC, as of December 31, 2023, and the results of its operations, changes in its members' equity, and its cash flows for the period December 31, 2023, in accordance with accounting principles generally accepted in the United States.

Basis for Opinion

We conducted our audit 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 Filli IP Rights Management DWC LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Filli IP Rights Management DWC LLC ability to continue as a going concern for one year after the date that the financial statements are issued.



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Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS we:

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

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


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Balance sheet

Filli IP Rights Management DWC LLC

As of December 31, 2023

(Amounts in \$)

		As of Dec 31, 2023	As of Dec 31, 2022
Assets			
Current assets			
Trade and other receivables		106,952	33,359
Cash and bank balances		14,009	16,878
Total current assets		120,961	50,237
Non-current assets			
Property, plant and equipment	10	4,316	6,101
Total non-current assets		4,316	6,101
Total assets		125,277	56,338
Liabilities			
Current liabilities			
Trade and other payables	11	51,212	40,905
Total current liabilities		51,212	40,905
Non-current liabilities			
Provision for employees' end of service indemnity		12,245	3,998
Total non-current liabilities		12,245	3,998
Total liabilities		63,457	44,903
Equity	14		
Share capital		81,666	81,666
Retained earnings		(70,241)	(75,840)
Profit for the year		115,725	5,610
Distributions		(65,339)	-
Accumulated OCI		8	-
Net equity		61,820	11,436
Total liability and Equity		125,277	56,338

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Profit & Loss

Filli IP Rights Management DWC LLC

Jan 1, 2023 - Dec 31, 2023

(Amounts in \$)		
As of Dec 31, 2023		
Revenue	12	654,845
Cost of revenue		-
Gross profit		654,845
Salaries and benefits		(354,741)
Rent expenses		(12,251)
Administrative expenses	13	(160,693)
Depreciation on property, plant and equipment		(11,434)
Operating profit		115,725
Other income		-
Net Profit		115,725
Foreign Currency Translation (OCI)		8
Total comprehensive income for the year		115,733

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Statement of Cash Flows

Filli IP Rights Management DWC LLC

Jan 1, 2023 - Dec 31, 2023

CASH FLOW FROM OPERATING ACTIVITIES	(Amounts in \$)
Net Profit	115,725
Depreciation	11,434
(Increase)/decrease in Accounts Receivables	(73,593)
Increase /(decrease) in Accounts Payables	10,308
NET CASH FROM OPERATING ACTIVITIES	63,875
CASH FLOW FROM INVESTING ACTIVITIES	
(Purchase) of Tangible Assets	(9,649)
NET CASH FROM INVESTING ACTIVITIES	(9,649)
CASH FLOW FROM FINANCING ACTIVITIES	
Equity	-
Repayment of long term payables	8,247
Distributions	(65,339)
Accumulated OCI	8
Dividends Paid	(11)
NET CASH FROM FINANCING ACTIVITIES	(57,095)
NET INCREASE/(DECREASE) IN CASH FLOW	(2,869)
CASH AT THE BEGINNING	16,878
CASH AT THE END OF THE PERIOD	14,009

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NOTES TO THE FINANCIAL STATEMENTS:

1. Nature of Operations

Filli IP Rights management DWC LLC is incorporated in the United Arab Emirates under Trade License No. 2907 and operates primarily in cafe and restaurant services, trading activities, and intellectual property right management. The company's registered office is located in Dubai, United Arab Emirates.

2. Basis of Presentation and Significant Accounting Policies

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP) on the accrual basis of accounting and under the historical cost convention.

Principles of Consolidation

The financial statements include the accounts of the Company and its subsidiaries. All intercompany balances and transactions have been eliminated.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses. Significant estimates include expected credit losses, useful lives of property and equipment, lease assumptions, and impairment assessments. Actual results could differ from those estimates.

3. Revenue Recognition (ASC 606)

The Company recognizes revenue in accordance with ASC 606, *Revenue from Contracts with Customers*, when control of goods or services is transferred to customers in an amount that reflects the consideration expected to be received.

Revenue streams include:

- Retail sales (food and beverages): recognized at a point in time when goods are delivered to customers.
- Franchise and royalty income: recognized over time or as earned based on contractual arrangements.
- Other income: recognized on an accrual basis when earned.

Headquarter: 8 The Green, Ste D, Dover, Kent DE 19901, USA

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4. Financial Instruments and Credit Losses

Financial instruments consist primarily of cash, trade receivables, trade payables, borrowings, and lease liabilities. These instruments are measured at amortized cost unless otherwise required by US GAAP.

Trade receivables are recorded at invoiced amounts and are non-interest bearing. The Company applies the Current Expected Credit Loss (CECL) model under ASC 326 to estimate expected credit losses. The allowance is based on historical experience, current conditions, and forward-looking information. Receivables are written off when deemed uncollectible.

5. Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, bank balances, and highly liquid investments with original maturities of three months or less.

6. Inventory

Inventory is measured at the lower of cost or net realizable value. Cost is determined using the weighted-average method and includes all costs incurred in bringing the inventory to its present location and condition.

7. Income Taxes (ASC 740)

The Company accounts for income taxes under ASC 740. Income tax expense includes both current and deferred taxes.

Deferred tax assets and liabilities are recognized for temporary differences between the financial statement carrying amounts and tax bases of assets and liabilities. A valuation allowance is recorded when it is more likely than not that deferred tax assets will not be realized.

The Company is subject to applicable tax regulations in the United Arab Emirates.

8. Financial Risk and Capital Management

The Company's financial instruments expose it to certain risks, including credit risk, liquidity risk, and market risk.

- Credit risk arises from receivables and is managed through credit evaluations.
- Liquidity risk is managed by maintaining sufficient cash and access to funding.
- Market risk includes limited exposure to foreign currency and interest rate fluctuations.

The Company manages its capital structure to ensure it remains a going concern while optimizing returns to stakeholders.

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9. Foreign Currency Translation

The accompanying financial statements have been translated from United Arab Emirates Dirhams (AED), the Company's functional currency, into reporting currency United States Dollars (USD) in accordance with the provisions of ASC 830, Foreign Currency Matters.

The financial statements were translated as follows:

- Assets and liabilities were translated at the closing exchange rate as of the balance sheet date (USD 0.27223 per AED).
- Income and expenses were translated at the average exchange rate for the reporting period (USD 0.272245 per AED), which approximates the exchange rates at the dates of the underlying transactions.
- Equity accounts, including share capital and opening retained earnings, were translated at historical exchange rates (USD 0.27226 per AED).

Translation adjustments arising from the use of different exchange rates have been recorded in Other Comprehensive Income (OCI) as a separate component of equity under cumulative translation adjustment (CTA), in accordance with US GAAP.

These translation adjustments do not impact net income for the period.

10. Property, Plant and Equipment

	USD	USD
Property, plant and Equipment	2023	2022
Furniture, Fixture and equipment - at cost	8,929	8,929
Less: Accumulated Depreciation	(4,613)	(2,828)
Total	4,316	6,101

11. Trade and Other Payables

	USD	USD
Trade and other payables	2023	2022
Trade Payables	22,865	7,755
Intercompany	28,346	33,149
Total	51,212	40,905

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12. Revenue

	USD	USD
Revenue	2023	2022
At point in time		
Franchise related income	441,905	96,586
At point over time		
Royalty income	212,939	94,035
	654,845	190,621

13. Administrative Expense

	USD	USD
Administrative Expense	2023	2022
Communication and utilities	2,079	838
Repairs and maintenance	24,149	9,737
Legal and Professional expenses	67,224	13,793
Insurance Expenses	232	94
Franchise Expense	38,622	16,373
Trade Mark and Patent	4,518	1,099
Management fees	16,335	-
Travel and Vehicle expenses	2,456	990
Bank Charges	986	936
Printing and Stationery	2,443	985
Parking Expenses	972	392
Website Development	677	273
	160,693	45,511

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14. Statement of Change in Equity

Particulars	Share Capital (USD)	Retained Earnings (USD)	Founder's Current Account (USD)	Total Equity (USD)
Balance at 1 January 2023	81,666	(70,241)		11,425
Profit after corporate tax expense for the year		115,725		115,725
Other comprehensive income for the year, net of tax				
Total comprehensive income for the year		115,725		115,725
Share Capital Introduced				
Transfer to Statutory Reserve				
Funds withdrawn - net			(65,339)	(65,339)
Balance at 31 December 2023	81,666	45,484	(65,339)	61,812
Accumulated OCI				8
				61,820

15. Subsequent Events

Management has evaluated events subsequent to the reporting date through the date these financial statements were issued.

No material events have occurred after 31 December 2023 that would require adjustment to or disclosure in these financial statements.

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EXHIBIT F

STATE ADDENDA TO DISCLOSURE DOCUMENT

**ADDENDUM TO FILLI IP RIGHTS MANAGEMENT DWC LLC
DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK**

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity

as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

4. The following is added to the end of the “Summary” sections of Item 17(c), titled **“Requirements for franchisee to renew or extend,”** and Item 17(m), entitled **“Conditions for franchisor approval of transfer”**:

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

5. The following language replaces the “Summary” section of Item 17(d), titled **“Termination by franchisee”**:

You may terminate the agreement on any grounds available by law.

6. The following is added to the end of the “Summary” sections of Item 17(v), titled **“Choice of forum”**, and Item 17(w), titled **“Choice of law”**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

7. FRANCHISE QUESTIONNAIRES AND ACKNOWLEDGEMENTS - 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.

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.

ADDENDUM TO FiLLi IP RIGHTS MANAGEMENT DWC LLC

DISCLOSURE DOCUMENT

FOR THE STATE OF ILLINOIS

The Disclosure Document is amended to include the following:

Item 17 of this Disclosure Document is amended by adding the following:

In accordance with Illinois law 815 ILCS 705/4, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside Illinois is void with respect to any action which is otherwise enforceable in Illinois, except that the Franchise Agreement may provide for arbitration outside Illinois. In addition, Illinois law will govern the Franchise Agreement.

The following should be added to Item 17 of this Disclosure Document:

The conditions under which we may terminate the Franchise Agreement may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

The following should be added to of Item 17 of this Disclosure Document:

Your rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

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

ADDENDUM TO FiLLi IP RIGHTS MANAGEMENT DWC LLC

DISCLOSURE DOCUMENT

FOR THE STATE OF VIRGINIA

The Disclosure Document is amended to include the following:

This Disclosure Document is provided for your own protection and contains a summary only of certain material provisions of the Franchise Agreement. This Disclosure Document and all contracts and agreements should be read carefully in their entirety for an understanding of all rights and obligations of both the Franchisor and Franchisee.

Although the Franchise has been registered under the Virginia Retail Franchising Act as amended, registration does not constitute approval, recommendation or endorsement by the Division of Securities and retail franchising of the Virginia State Corporation Commission or a finding by the Division of Securities and Retail franchising that the information provided herein is true, complete, accurate or not misleading.

If this Disclosure Document is not delivered on time, or if it contains a false, incomplete, inaccurate or misleading statement, a violation of Federal and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the Virginia Division of Securities and Retail Franchising, 1300 East Main Street, Richmond, Virginia 23219.

The name and address of the Franchisor's agent in Virginia authorized to receive service of process is:

Clerk of the State Corporation Commission
1300 E. Main Street, 1st Floor
Richmond, Virginia 23219

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for FiLLi IP Rights Management DWC LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: the following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Under subsection D of §13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

Under subdivision A 4 of §13.1-563 of the Virginia Retail Franchising Act (“Act”), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of §13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

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.

ADDENDUM TO FiLLi IP RIGHTS MANAGEMENT DWC LLC

DISCLOSURE DOCUMENT

FOR THE STATE OF WASHINGTON

The Disclosure Document is amended to include the following:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when

annualized, exceed \$250,000 peryear (an amount that will be adjusted annually for inflation). As a result, any provisions containedin the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii)soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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.

EXHIBIT G

State Effective Dates

The following states have franchise laws that 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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

EXHIBIT H

RECEIPT

FiLLi IP Rights Management DWC LLC FDD # - _____

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 FiLLi IP Rights Management DWC 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.

[New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan, Oregon, Washington and Wisconsin require that we 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.]

If FiLLi IP Rights Management DWC 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 and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Agencies listed in Exhibit A.

The franchisor is FiLLi IP Rights Management DWC LLC, Burjuman Business Tower - Office number1404, Dubai, UAE. Its telephone number is +971 4 220 4463.

Issuance Date: July 1, 2026.

The franchise seller(s) for this offering is/are (check all that apply):

☐ Abdul Rafiyah FiLLi, FiLLi IP Rights Management DWC LLC, Burjuman Business Tower - Office number1404, Dubai, UAE. Its telephone number is +971 4 220 4463.

☐ Hitesh Mehta, FiLLi IP Rights Management DWC LLC, Burjuman Business Tower - Office number1404, Dubai, UAE. Its telephone number is +971 4 220 4463.

☐ Other (Specify name, company, address and telephone number): _____

FiLLi IP Rights Management DWC LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in that particular state.

I have received a Franchise Disclosure Document with an issuance date of July 1, 2026 and with effective date(s) of state registration as described in the FDD. This Disclosure Document included the following Exhibits:

1. State Administrators and Agents for Service of Process
2. Franchise Agreement
3. Confidential Operating Manual Table of Contents
4. List of Franchisees
5. Financial Statements
6. State Addenda to Disclosure Document
7. This Receipt

Date: _____
(Do Not Leave Blank)

Disclosee: _____

Printed name: _____

Disclosee: _____

Printed name: _____

TO BE RETURNED TO:

You may return the signed receipt either by signing, dating, and mailing it to FiLLi IP Rights Management DWC LLC at Burjuman Business Tower - Office number 1404, Dubai, UAE, or by scanning and e-mailing a copy of the signed and dated Receipt to info@fillicafe.com.

RECEIPT

FiLLi IP Rights Management DWC LLC FDD # - _____

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 FiLLi IP Rights Management DWC 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.

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☐ Hitesh Mehta, FiLLi IP Rights Management DWC LLC, Burjuman Business Tower - Office number1404, Dubai, UAE. Its telephone number is +971 4 220 4463.

☐ Other (Specify name, company, address and telephone number): _____

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4. List of Franchisees
5. Financial Statements
6. State Addenda to Disclosure Document
7. This Receipt

Date: _____
(Do Not Leave Blank)

Disclosee: _____

Printed name: _____

Disclosee: _____

Printed name: _____

TO BE RETURNED TO:

You may return the signed receipt either by signing, dating, and mailing it to FiLLi IP Rights Management DWC LLC at Burjuman Business Tower - Office number 1404, Dubai, UAE, or by scanning and e-mailing a copy of the signed and dated Receipt to info@fillicafe.com.