FRANCHISE DISCLOSURE DOCUMENT

Go Greek Yogurt World-Wide Franchising, LLC
A Delaware limited liability company
450 North Bedford Drive, Suite 312
Beverly Hills, California 90210
Phone: (310) 278-8643
Email: david.shneer@gogreekyogurtfranchising.com
Website: www.gogreekyogurt.com

Go Greek Yogurt World-Wide Franchising, LLC offers franchises for the operation of Go Greek Shops ("**Go Greek Shops**") that offer authentic Greek yogurt, made and flown in from Greece and blended with delicious and healthy fruits, vegetables, grains and other indulgent ingredients and served in biodegradable Terra Cotta pots, as well as parfaits, yogurt blends, Greek frozen yogurt and other Greek style foods, beverages and delicacies.

The total investment necessary to begin operation of a Go Greek Yogurt franchise ranges from $367,550 to $800,650. This includes $60,200 to $111,500 that must be paid to us and our affiliates.

Area developers must commit to open a minimum of 2 Go Greek Shops up to a maximum of 5 Go Greek Shops. If you purchase area development rights, the total investment necessary to begin operation of a Go Greek Yogurt franchise ranges from $407,550 to $1,018,650 (this assumes you purchase 2 Go Greek Shops for the low estimate and 5 Go Greek Shops for the high estimate). This includes $95,200 to $321,500 that must be paid to us and our affiliates.

This Disclosure Document summarizes certain provisions of your franchise agreement, area development 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 our CEO, David Shneer, at 450 North Bedford Drive, Suite 312, Beverly Hills, California 90210 or by phone at (310) 278-8643.

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 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 (the "FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 18, 2024

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 "F".
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 "G" 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 Go Greek Shop 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 Go Greek Yogurt franchisee?	Item 20 or EXHIBIT "F" 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 and area development agreement require you to resolve disputes with the franchisor by mediation and/or litigation only in California. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in California than in your own state.

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

3. **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.

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.

MICHIGAN

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

Each of the following provisions is void and unenforceable if contained in any document relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

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

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

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

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

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

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

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

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ITEM 1 FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "**Franchisor**," "**we**" and "**us**" means Go Greek Yogurt World-Wide Franchising, LLC.

"**You**" or "**Franchisee**" means the business entity, person or persons who buy the Go Greek Yogurt franchise and sign the Franchise Agreement.

Corporate Information

Go Greek Yogurt World-Wide Franchising, LLC is a Delaware limited liability company that was organized on January 6, 2022. Our principal business address is located at 450 North Bedford Drive, Suite 312, Beverly Hills, California 90210 and our telephone number is (310) 278-8643. Our agent for service of process is disclosed in EXHIBIT "B" to this Disclosure Document. We do not do business under any names other than "Go Greek Yogurt World-Wide Franchising, LLC".

Business History

The first Go Greek Shop located in the United States opened in Beverly Hills, California in 2013. We have offered Go Greek Yogurt franchises since April 2022. We are not engaged in any business other than offering franchises for Go Greek Shops and administering the franchise system. We have never offered franchises in any other line of business. We have never directly owned and operated a Go Greek Shop. However, we have an affiliate operating company, Go Greek, Inc., that currently owns and operates 2 Go Greek Shops in California (the first of which opened in October 2013).

Predecessors, Parents and Affiliates

Go Greek, Inc., which shares our principal business address, is our affiliate and predecessor. Go Greek, Inc. offered franchises for Go Greek Shops from April 2014 to April 2016. Go Greek, Inc. never offered franchises in any other line of business. Go Greek, Inc. never operated a Go Greek Shop.

Our parent companies include the following:

PARENT COMPANIES		
Name	**Principal Business Address**	**Direct or Indirect Parent?**
Go Greek Yogurt Holding Co., Inc.	Same as ours	Direct (75%)
Midland Fundco Ltd.	Grigoriou Xenopoulou 6 Natalia Longe, 1st Floor, Flat / office 102 Egkomi, 2402 Nicosia, Cyprus	Direct (25%)

Our affiliate, Medlicious Foods, LLC ("**Medlicious**"), imports and distributes yogurt, Terra Cotta pots and other products to our franchisees. Medlicious shares our principal business address. Medlicious has never operated a Go Greek Shop.

Except as disclosed above, we do not have any affiliates that: (a) offer (or have ever offered) franchises in this or any other line of business; or (b) provide goods or services to our franchisees.

Description of Franchised Business

We and our affiliate have developed the Go Greek system (the "**Go Greek System**") for the operation of Go Greek Shops that use the trade names "Go Greek Yogurt" and "Go Greek Fresh & Frozen Yogurt". A Go Greek Shop offers authentic Greek yogurt, made and flown in from Greece and blended with delicious and healthy fruits, vegetables, grains and other indulgent ingredients and served in biodegradable Terra Cotta pots, as well as parfaits, yogurt blends, Greek frozen yogurt and other Greek style, food, beverages and delicacies. Go Greek Shops may only offer and sell the menu items and other products we authorize from time to time ("**Authorized Go Greek Products**").

If we award you a franchise, you must sign a franchise agreement in the form attached to this Disclosure Document as EXHIBIT "C" (the "**Franchise Agreement**"). You will operate your Go Greek Shop at a location you choose and we accept (the "**Franchised Location**"). We will provide you with access to our Manuals (described in Item 11 of this Disclosure Documents). You must develop, open and operate your Go Greek Shop in compliance with the Franchise Agreement and the Manuals.

Area Development Rights

If you satisfy our criteria for multi-unit developers, we may (but need not) offer you the right to enter into an Area Development Agreement in the form attached to this Disclosure Document as EXHIBIT "D" (the "**ADA**"). The ADA grants you the right and obligation to develop, open and operate a specified number of Go Greek Shops within a defined area (the "**Development Area**") according to a predetermined schedule (the "**Development Schedule**"). We only grant area development rights to franchisees that commit to develop, open and operate a minimum of 2 Go Greek Shops up to a maximum of 5 Go Greek Shops. You must develop, open and operate all of the Go Greek Shops identified in your Development Schedule. At least 7 days before you sign it, we will provide you with an execution copy of the ADA that includes your Development Area and Development Schedule and identifies the total number of Go Greek Shops you must develop, open and operate.

You must sign the Franchise Agreement for your first Go Greek Shop at the same time you sign the ADA. You must sign a separate franchise agreement for each additional Go Greek Shop you develop at the time we accept the site. Each franchise agreement will be our then-current form of franchise agreement, which may contain terms and conditions that are materially different from the form of Franchise Agreement attached to this Disclosure Document.

Market and Competition

The typical Go Greek Shop is on a major thoroughfare or adjacent to a retail shopping center. You will compete in the health food, fast food and dessert food business with various established independent, local health food, fast food and desert food shops, as well as regional or national chain outlets specializing in health food, fast food and dessert foods of all styles, including, yogurt, frozen yogurt, ice cream, fruit juices, smoothies, and other beverages as well as with other shops and take-out facilities selling other kinds of beverages, specialty drinks and foods. You may also compete with other Go Greek Shops, both franchised and affiliate-owned outlets. Many yogurt and frozen yogurt shops specialize in Greek yogurt, parfaits, yogurt blends, frozen yogurt and yogurt related products. Competition in the yogurt, parfait, and frozen yogurt shop industry in general is relatively non-seasonal and intense. In addition, competition for qualified management and supervisors, skilled labor and unskilled labor for the yogurt and frozen yogurt shop industry is significant, which may cause labor costs to be higher than average. The supply of suitable locations for yogurt and frozen yogurt shops is limited and is subject to increasing demand from other yogurt and frozen yogurt shop concepts and non-dessert shop retailers.

Laws and Regulations

Federal, state and local jurisdictions have enacted laws, rules, regulations and ordinances that may apply to the operation of your Go Greek Shop, including those which

- establish general standards, specifications and requirements for the construction, design and maintenance of the Go Greek Shop premises
- regulate matters affecting the health, safety and welfare of your customers, such as: (a) general health and sanitation requirements for yogurt and frozen yogurt shops; (b) employee practices concerning the storage, handling, cooking and preparation of food; (c) restrictions on smoking; and (d) availability of and requirements for public accommodations, including restrooms
- set standards pertaining to employee health and safety

- set standards and requirements for fire safety and general emergency preparedness
- govern the use of vending machines
- control the sale of alcoholic beverages
- regulate the proper use, storage and disposal of waste, insecticides, and other hazardous materials

You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Go Greek Shop and should consider both their effect and cost of compliance.

You must obtain all required real estate permits, licenses and operational licenses. In addition, you must comply with all local, state, and federal laws that apply to your Go Greek Shop including health, sanitation, no smoking, EEOC, OSHA, discrimination, employment, and sexual harassment laws.

The Americans with Disability Act of 1990 requires readily accessible accommodation for disabled people and therefore may affect your building construction, site elements, entrance ramps, doors, seating, bathrooms, drinking facilities, etc.

You must comply with all menu and menu board labeling laws and rules requiring restaurant to disclose certain calorie or other nutritional information about the foods they sell, including, for example, the FDA's rule titled Nutrition Labeling of Standard Menu Items in Restaurants and Similar Food Establishments.

California law requires each food facility that meets specified criteria (which cover franchised outlets with at least 19 other franchised outlets with the same name among certain other food facilities) to provide nutritional information that includes, per standard menu item, the total number of calories, grams of saturated fat, grams of trans fat, and milligrams of sodium and to have menu boards to include the total number of calories. Other states and cities may have laws similar to these laws.

The Nutrition Labeling and Education Act (NLEA) sets regulations for food labeling, including nutritional label standards, nutrient content claims, and health claims. NLEA applies to virtually all foods in the food supply, including food served and sold in yogurt and frozen yogurt shops. While NLEA specifies a number of exemptions for restaurants, there are many instances where a nutritional label is required. The Food and Drug Administration's *Nutritional Labeling Guide for Restaurants and Other Retail Establishments* provides answers to commonly asked questions regarding the application of NLEA. Certain health care laws additionally contain provisions that require disclosure of nutrition and calorie information in chains of more than 20 locations.

The Payment Card Industry Data Security Standard ("**PCI**") requires that all companies that process, store, or transmit credit or debit card information maintain a secure environment. PCI applies to all organizations or merchants, regardless of size or number of transactions, that accepts, transmits or stores any cardholder data.

You should consult with your attorney concerning these and other local laws and ordinances that may affect your Go Greek Shop.

ITEM 2 BUSINESS EXPERIENCE

<u>Managing Director: David Subotic</u>

David Subotic has served as our Managing Director since January 2022. During the prior 5 years, he has also held the following positions:

Employer / Company	Location	Title	Period of Time
Go Greek Yogurt Holdings Co. Inc.	Beverly Hills, California	CEO	Jul 2014 to present
Medlicious Foods, LLC	Beverly Hills, California	CEO	Jan 2014 to present
Go Greek Yogurt, LLC	Beverly Hills, California	Director	Feb 2013 to present

Employer / Company	Location	Title	Period of Time
Go Greek Yogurt, Inc.	Beverly Hills, California	CEO & CFO	Feb 2013 to present
URU Metals	London, United Kingdom	Director	Sep 2012 to present
DAS Capital LTD	Toronto, Canada & Los Angeles, California	CEO	Mar 2010 to present

Chief Executive Officer: David Shneer

David Shneer has served as our Chief Executive Officer since January 2022. From December 2012 to present, he held the following positions in Toronto, Canada with YWE Management Inc.: (a) Chief Executive Officer and President (January 2015 to present); and (b) Executive Vice President (December 2012 to January 2015).

Vice President of Development: Phil Guida

Phil Guida has served as our Vice President of Development since January 2022. From December 2012 to present, he has also served as Vice President of Development for YWE Management Inc. in Toronto, Canada.

Director: Jonathan Williams

Jonathan Williams has been a Director of Go Greek Yogurt, Inc. in Beverly Hills California since February 2013. While he is not an officer or director of the franchisor, he may have management responsibilities relating to the sale or operation of franchises.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

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

ITEM 5 INITIAL FEES

Initial Franchise Fee

You must pay us a nonrefundable $40,000 initial franchise fee at the time you sign the Franchise Agreement. The initial franchise fee is uniformly imposed (except as discussed below with respect to area developers).

Initial Training Fee

We provide preopening initial training for up to 5 supervisorial or managerial employees for no additional fee. If you send more than 5 people to the pre-opening initial training program, you must pay us a $3,000 preopening initial training fee for each additional person you send. The initial training fee is nonrefundable and uniformly imposed. We anticipate most franchisees will send 2 people to training, in which case no additional training fee will be incurred.

Opening Inventory

You must purchase your branded products and proprietary food and beverage products from our affiliate, Medlicious, in Beverly Hills, California. We estimate your cost to purchase an initial supply of these items will range from $10,200 to $61,500. The cost varies depending on the size and location of your Go Greek Shop, which will impact the quantity of product you must purchase and the distance it must be shipped. In general, smaller Go Greek Shops (i.e. less than 800 square feet) that are closer to our headquarters will incur costs toward the low end of the range, while larger Go Greek Shops (i.e. more than 1,500 square feet) that are farther from our headquarters will incur costs toward the high end of the range. The purchase price is uniformly imposed and nonrefundable.

Security Deposit

At the time you sign the Franchise Agreement, you must pay us a $10,000 security deposit (the "**Security Deposit**"), which we may commingle with our other funds. If you fail to cure a financial default under the Franchise Agreement (or any other agreement between you and us or between you and our affiliate) within 10 days after receipt of a default notice, we may apply the Security Deposit against the amount you owe. If this happens, we will send you a notice detailing the amount of the Security Deposit applied against amounts owed. Within 7 days after receipt of this notice, you must replenish the Security Deposit by paying us a sum equal to the amount of the Security Deposit applied. If we terminate the Franchise Agreement due to your default, we may apply the Security Deposit against amounts owed to us and our affiliates (you must also pay us all amounts owed in excess of the Security Deposit). Upon the expiration, termination or transfer of the Franchise Agreement, we will deduct from the Security Deposit any and all sums of money owed to us and our affiliates and refund the balance (if any) to you, without interest. Any interest earned on the Security Deposit will accrue to our benefit.

Development Fee

If you sign an ADA, you will pay us a development fee determined based on the number of Go Greek Shops you commit to develop. You will not pay us any additional initial franchise fee under the Franchise Agreements you sign. We offer development rights for the establishment of between 2 and 5 Go Greek Shops (we discourage you from purchasing the right to develop 5 Go Greek Shops). The development fees and associated payment terms are as follows:

Number of Shops	Development Fee	Payment Terms
2	$75,000	$75,000 due in full when you sign ADA
3	$105,000	$94,500 due when you sign ADA $5,250 due earlier of lease execution for 2nd store or 12 months after signing ADA $5,250 due earlier of lease execution for 3rd store or 18 months after signing ADA
4	$132,000	$118,800 due when you sign ADA $6,600 due earlier of lease execution for 2nd store or 12 months after signing ADA $6,600 due earlier of lease execution for 3rd store or 18 months after signing ADA
5	$250,000	$250,000 due in full when you sign ADA

Development fees are nonrefundable and uniformly imposed.

ITEM 6 OTHER FEES

TYPE OF FEE [1]	AMOUNT	DUE DATE	REMARKS
Royalty Fee	6% of weekly Gross Sales [2]	Day of each week that we specify (currently Wednesday) for Gross Sales generated during prior reporting period	Our current reporting period runs from Monday through Sunday. We may change the reporting period and royalty fee due date at any time upon at least 30 days' prior notice. Each royalty payment must be accompanied by a statement of Gross Sales for the applicable reporting period.
Brand Fund Contribution	2% of Gross Sales [2]	Same as royalty fee	See Note 3.
Local Marketing Expenditure	$500 per month	As incurred	This amount is not paid to us. You must spend this amount each month on local marketing and promotion of your Go Greek Shop.

TYPE OF FEE [1]	AMOUNT	DUE DATE	REMARKS
Cooperative Advertising Fee	As determined by each cooperative (not to exceed 2% of Gross Sales [2])	Same as royalty fee (or as otherwise specified by us)	See Note 4.
Post-Opening Training Fees	$1,500 for initial training or $500 per day for other training (plus expenses for onsite training)	10 days after invoice	See Note 5.
Additional Onsite Assistance/ Training Fee	Up to $500 per person per day (plus expenses for onsite assistance)	10 days after invoice	For your first Go Greek Shop, we will send an opening assistance team (consisting of 1 to 2 trainers experienced in the Go Greek System) to your Go Greek Shop to provide between 1 and 2 weeks of opening assistance at no additional charge. We may charge the on-site assistance / training fee and require reimbursement of our expenses if (a) you require more than 2 weeks of assistance or (b) you request opening assistance for your 2nd or subsequent Go Greek Shop.
Onsite Consultation Fee	Up to $500 per day (plus reimbursement of expenses)	10 days after invoice	We provide regular consultation and advice to you in response to your inquiries regarding administrative and operating issues. If you request we visit your Go Greek Shop to provide consultation and advice, and we agree to do so, we may charge you this fee and you must also reimburse us for our costs.
Gift Card Program Administrative Fee	$75 per month	1st day of month	One net pre-authorized electronic debit or credit will be made each month from your bank account.
Technology Fee	Varies (not currently imposed)	10 days after invoice or as otherwise specified by us	See Note 5.
Product Purchases	Varies depending on item purchased	10 days after invoice	We (or our affiliate) may, but need not, be a supplier for certain items purchased by franchisees, such as inventory, marketing material, equipment and operating supplies. If we (or our affiliate) supply any of these items, we (or our affiliate) will provide you with a price list upon request.
Sanitation and Food Safety Audits	Cost of inspection	10 days after invoice	We may contract with a third party to periodically conduct sanitation and food safety audits of your Go Greek Shop. You must reimburse us for the cost of the audit.
New Product or Supplier Testing	Actual cost of inspection and testing, with $1,000 paid as a deposit (estimated to range from $100 to $1,000 per test)	10 days after invoice	This covers the costs of testing new products or inspecting new suppliers you propose. If our costs are less than $1,000, we will promptly refund any unapplied portion of the deposit.

TYPE OF FEE [1]	AMOUNT	DUE DATE	REMARKS
Relocation Fee	$2,500 (if you fail to reopen within 1 year after relocation approval, you must begin paying us weekly royalties equal to 110% of your average royalties)	Relocation Fee due when you request approval for relocation (if applicable, royalties due weekly on royalty due date)	You must obtain our consent to the relocation of your Go Greek Shop. If we consent but you fail to open your replacement Go Greek Shop at the new location within 1 year after relocation approval, you must pay royalties until you reopen. The royalty is calculated as 110% of average royalties imposed during prior calendar year.
Renewal Fee	Greater of $10,000 or 50% of then-current initial franchise fee	At time you sign Renewal Agreement	The renewal fee is payable when you "renew" your Franchise Agreement and is paid in lieu of the initial franchise fee.
Transfer Fee	*[Franchise Agreement]* $15,000 *[ADA]* $15,000	Before transfer	Payable if you transfer/assign your Franchise Agreement or ADA.
Securities Offering Review Fee	*[ADA]* Greater of (a) $10,000 or (b) our actual costs to review the offering materials	When you notify us of your desire to engage in a private offering of shares	Payable if you offer shares in the area developer entity or any franchisee entity through a private offering. We must review and approve the offering materials. You pay us this fee for the time, effort and costs we incur to review the offering materials.
Fines	Up to $500 per breach or reinspection	Upon demand	Payable if you fail to comply with a mandatory standard or operating procedure (including timely submission of required reports) and do not cure within the time period we require. The amount of the fine will be determined based on whether we incurred any fees or costs associated with your breach or if you have previously been in breach. We may impose an additional fine for every 48 hours the non-compliance issue remains uncured after we impose the initial fine. We may also impose a fine if we must re-inspect your Go Greek Shop after notifying you of a deficiency or breach of brand standards, including quality, cleanliness, service or health standards.
Default Fee	$250 administrative fee plus reimbursement of all costs we incur as a result of the default (including costs we incur to cure your default)	10 days after invoice	If you breach the Franchise Agreement or our brand standards and fail to cure in the time period we require, we can take steps to cure on your behalf, in which case you must reimburse us for our costs (examples include failure to maintain required insurance, failure to pay suppliers and failure to meet quality or safety standards).
Interim Management Fee	Up to $500 per day plus reimbursement of travel and living expenses	10 days after invoice	If you default under the Franchise Agreement, we can designate a temporary manager to manage your Go Greek Shop until you cure.

TYPE OF FEE [1]	AMOUNT	DUE DATE	REMARKS
Audit Fee	Actual cost of audit (including travel and lodging expenses for audit team)	10 days after invoice	Payable only if audit reveals understatement of Gross Sales by at least 2%. You must also pay any applicable late charge.
Late Charge	$200 plus interest at lesser of 18% per annum (prorated on daily basis) or highest rate allowed by applicable law (10% in California)	10 days after invoice	Payable if any check, draft, electronic debit or other payment is unpaid because of insufficient funds or if any sums due to us are not paid promptly when due. California law limits interest to 10% per annum.
Indemnification	Amount of our damages, losses or expenses	10 days after invoice	You must indemnify and reimburse us for any damages, losses or expenses we incur due to the operation of your Go Greek Shop or your breach of the Franchise Agreement.
Attorneys' Fees and Costs	Amount of attorneys' fees and costs we incur	Upon demand	You must reimburse us for all attorneys' fees and other costs we incur relating to your breach of the Franchise Agreement or any other agreement with us or our affiliates.
Liquidated Damages	Average monthly royalty fees imposed during prior 12-month period multiplied by lesser of (a) 24 or (b) number of months remaining under term	30 days after termination	Payable if Franchise Agreement is terminated due to your default.

Notes:

1. All fees are imposed by and payable to us other than your required local marketing expenditure, which you pay directly to third parties. All fees are nonrefundable and uniformly imposed. You must sign the ACH Authorization Form attached to the Franchise Agreement as Exhibit D, which authorizes us to electronically debit your designated bank account for all amounts owed to us and our affiliates. You must deposit all Gross Sales into the bank account and ensure sufficient funds are available for withdrawal before each due date.

2. "**Gross Sales**" includes all revenue from your Go Greek Shop operations. It does not include (a) the amount of bona fide refunds paid to customers, (b) the amount of any sales or use taxes actually paid to any governmental authority or (c) the retail price of any coupons, gift certificates and vouchers when they are redeemed. The Manuals may include policies governing the manner in which proceeds from the sale of gift cards are treated for purposes of calculating Gross Sales. The Manuals may also provide details on the calculation of Gross Sales relating to qualifying purchases and redemptions by members under any customer loyalty program we establish. Under current policy, gift card revenue is recognized for purposes of calculating Gross Sales upon the redemption of the gift card by the customer rather than upon the sale of the gift card by the Go Greek Shop. All proceeds from the sale of gift cards must be remitted into a bank account we control for subsequent distribution to the Go Greek Shop where the gift card is redeemed.

3. We intend to establish and maintain a brand and system development fund to promote public awareness of our brand and improve the Go Greek System. As of the issuance date of this Disclosure Document, we have not yet formed the fund. However, we intend to establish the fund and begin collecting brand fund contributions after our first franchise sale. You will have no voting rights pertaining to the administration of the fund, the creation and placement of the marketing materials or the amount of the required contribution. The brand fund contribution is in addition to your required monthly local marketing expenditure.

4. We may establish regional advertising cooperatives for purposes of pooling advertising funds to be used in discrete regions. The amount of the cooperative advertising fee is determined by 50% or more of the participating Go Greek Shops within the cooperative, but is subject to our approval. Any Go Greek Shop operated by us or our affiliate will have the same voting power as third-party franchisees. If we own the majority of Go Greek Shops within a cooperative, we will not increase the fee without the consent of a majority of all third-party franchisees in the cooperative. All cooperative advertising fees will be uniformly imposed on all franchisees within the cooperative, including any Go Greek Shops operated by us or our affiliate. All cooperative advertising fees you pay will be credited towards your required local marketing expenditure. There were no advertising cooperatives in effect as of December 31, 2023.

5. After opening, you may request that we provide initial training to new supervisorial or managerial personnel. If we agree to do so, you must pay us the initial training fee of $1,500 per person. We may also require that your supervisorial and managerial personnel attend periodic additional or remedial training programs. You must pay us the additional fee of up to $500 per trainer per day for this training. If we provide initial or ongoing training onsite at your Go Greek Shop then, in addition to the applicable training fee, you must reimburse us for all travel, lodging, meals and other expenses we incur to provide such training.

6. You must acquire and utilize all information and communication technology systems that we specify from time to time (the "**Technology Systems**"). The "technology fee" includes all amounts you pay us and/or our affiliates relating to the Technology Systems, including amounts paid for proprietary items and amounts we collect from you and remit to third-party suppliers based on your use of their systems, software, technology or services. The amount of the technology fee may change based on changes to our required Technology Systems or the prices charged by third-party suppliers with whom we enter into master agreements. The technology fee does not include any amounts you pay directly to third-party suppliers for any component of the Technology Systems. We do not currently charge a technology fee.

ITEM 7 ESTIMATED INITIAL INVESTMENT

Table A: Estimated initial investment for the purchase of a single Go Greek Shop.

YOUR ESTIMATED INITIAL INVESTMENT (SINGLE FRANCHISE)				
TYPE OF EXPENDITURE	**AMOUNT [1]**	**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
Initial Franchise Fee	$40,000	Cash	At signing	Us
Security Deposit	$10,000	Cash	At signing	Us
Training Expenses [2] (2 people while training)	$7,900 to $10,100	As Arranged	Before and During Training	Airlines, Hotels & Restaurants
Lease Deposit & 3 Months' Rent [3]	$16,000 to $40,000	Cash	Monthly (with security deposit paid before opening)	Landlord
Pre-Construction Costs [4] (architect, plans & permits)	$5,000 to $18,000	As Arranged	As Incurred	Approved Suppliers
Leasehold / Construction Costs [5]	$115,000 to $240,000	As Arranged	Before Opening	Approved Suppliers
Exterior Signage [6]	$5,000 to $25,000	Lump Sum	Before Opening	Approved Suppliers
Interior Signage, Graphics & Décor	$8,500 to $10,000	Lump Sum	Before Opening	Approved Suppliers

YOUR ESTIMATED INITIAL INVESTMENT (SINGLE FRANCHISE)				
TYPE OF EXPENDITURE	AMOUNT [1]	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Furniture & Fixtures	$25,000 to $67,500	As Arranged	Before Opening	Approved Suppliers
Technology Systems [7]	$10,550 to $16,550	As Arranged	Before Opening	Approved Suppliers
Kitchen & Operating Equipment [8]	$60,000 to $120,000	As Arranged	Before Opening	Approved Suppliers
Smallwares	$12,000 to $16,000	As Arranged	Before Opening	Approved Suppliers
Opening Inventory of Proprietary Products [9]	$10,200 to $61,500	As Arranged	Before Opening	Our Affiliate
Opening Inventory of Non-Proprietary Products [10]	$2,500 to $3,500	As Arranged	Before Opening	Approved Suppliers
Grand Opening Marketing [11]	$5,000 to $15,000	As Arranged	30 Days Before & 15 Days After Opening	Approved Suppliers
Utility Deposits, Fees & Licenses [12]	$2,000 to $8,000	Cash	As Incurred	Utility Companies and Government Agencies
Legal Fees & Organizational Expenses [13]	$5,000 to $20,000	As Arranged	Before Opening	Lawyers, Accountants & State Agency
Insurance (6 months' premium)	$2,000 to $3,000	Cash	Before Opening	Insurance Carriers
Additional Funds [144] (3 months)	$25,900 to $76,500	Cash	As Incurred	Employees and Approved Suppliers
Total Estimated Initial Investment [15]	$367,550 to $800,650			

Table B – Estimated initial investment for the purchase of area development rights.

YOUR ESTIMATED INITIAL INVESTMENT (AREA DEVELOPMENT - ASSUMES COMMITMENT OF 2 SHOPS OR 5 SHOPS)				
TYPE OF EXPENDITURE [1]	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Development Fee [16]	$75,000 to $250,000	Lump sum	At time you sign ADA	Us
Additional Legal Fees [13]	$5,000 to $8,000	As Arranged	Before Opening	Lawyers
Initial Investment to Open First Go Greek Shop	$327,550 to $760,650	This is the total estimated initial investment in Table A above (less initial franchise fee which is included in development fee).		
Total Estimated Initial Investment	$407,550 to $1,018,650			

Notes:

1. We do not offer direct or indirect financing for any of these items. The Security Deposit may be refundable, in whole or in part, upon expiration of the Franchise Agreement if you do not owe us or our affiliate any fees or other amounts. No other fees payable to us are refundable. We are unaware of any fees payable to third-party suppliers that are refundable, although some landlords refund security deposits at the end of the

lease if the tenant does not default or damage the property.

2. This estimate includes the cost of sending your Principal Owner and Shop Manager to attend our initial training program at our affiliate-owned Go Greek Shop in Beverly Hills, California. We do not charge a training fee for these 2 people to attend our pre-opening initial training program. However, you are responsible for any salaries, meals, lodging, other living expenses and transportation costs incurred by these individuals while attending the initial training program. This estimate does not include the pre-opening training salaries for your Shop Manager and employees at your Go Greek Shop.

3. This estimate assumes that your location will be a leased, unimproved, unfinished retail store-type unit. The estimates are based on the assumption that the premises will be rented and that, in addition to rent payments, the landlord will require a lease deposit equal to 2 months' rent. A typical Go Greek Shop will be located in a suburban area on a major thoroughfare or adjacent to or part of a suburban shopping center. An inline Go Greek Shop will be in leased spaces of approximately 800 to 1,500 square feet. Rent for an inline Go Greek Shop usually ranges from $4,000 to $10,000. However, your actual rent may vary significantly above or below this range depending on your area and local market conditions. For example, you may face significantly higher rent in areas such as New York City, San Francisco or Boston. Rent varies vary widely based on a number of factors, including the location and size of the premises and the prevailing pricing, terms and conditions of leasing. Your landlord may require that your owners sign a personal guarantee of the lease. The decision of whether to enter into a lease that requires a personal guarantee is your decision and we have no liability should your owners decide to sign a personal guarantee.

4. This estimate includes the costs for space plan layout, exterior signage, design, architectural, kitchen, mechanical, electrical, plumbing and related drawings, engineering, testing permit expediter, and city permits and fees. You must use a licensed architect and designer who we approve to design and construct your Go Greek Shop. Your fees and expenses may vary.

5. This estimate includes the costs for construction and remodeling a location to conform to our current standards, including:

- a general contractor's fee (generally equal to 10% to 15% of total construction costs)
- contractor's insurance
- materials and supplies
- tools
- labor and subcontractor fees
- other costs to construct leasehold improvements that conform to our standards (including hiring an architect and MEP engineer that we approve)

This estimate presumes your landlord will provide a "vanilla shell" for your Go Greek Shop. For purposes of this estimate, a "vanilla shell" for a Go Greek Shop includes leased premises of approximately 800 to 1,500 square feet with:

- one restroom built to local code specifications in a location designated by your landlord, but typically at the rear of the premises
- sheet-rocked, taped and painted walls
- concrete floor, broom clean
- suspended dropped t-bar ceiling, usually with a 2' x 4' grid
- 200-40 amp low voltage electrical service distributed to local code specifications
- fluorescent 4' x 2' lighting fixtures with usually one fixture per 150-200 square feet
- HVAC system distributed at one ton per 300 to 350 square feet depending upon local climate conditions and use, generally with a gas heating system and an electrical air conditioning system

- fire sprinklers per local code specifications distributed throughout the premises designed for retail use
- water, gas, cable and telephone service stubbed to the rear of the premises

If you do not receive a "vanilla shell" from your landlord, your leasehold construction costs may substantially exceed these estimates. These estimates do not include demolition expenses. You must construct, remodel and make any additions necessary to cause the premises to: (a) conform to applicable federal, state, county, city, local laws, ordinances, codes, rules and regulations governing food service businesses; and (b) meet our requirements for the layout, design, construction, fixtures and equipment, and trade dress of a Go Greek Shop. Construction and remodeling costs vary widely depending on the location, design, condition and configuration of the existing facility and its services (such as air conditioning, electrical and plumbing) and the terms of your lease. You must grant us a security interest covering all leasehold improvements, fixtures, furnishings and equipment, inventory, supplies and vehicles located at or used in connection with your Go Greek Shop.

6. You must purchase and install the signage we specify. However, you may need to modify our standard signage to conform to local zoning laws, property use restrictions and/or lease terms. In some instances, exterior signage may be prohibited due to applicable zoning or use restrictions.

7. This estimate includes the initial cost to purchase your Technology Systems, including your:
   - POS System ($1,500 to $5,500)
   - Back Office Computer System (2,300 to $2,700)
   - Printer ($750 to $850)
   - Closed Circuit Camera System ($2,500 to $3,000)
   - Sound System ($3,500 to $4,500)

8. This estimate includes your cost to purchase your kitchen and other operating equipment. Some franchisees may choose to finance or lease certain equipment. If you choose to do so, your initial investment may be lower.

9. This estimate includes your costs to purchase the opening inventory of proprietary food products, beverages, packaging and products that are area produced or manufactured according to our trade secrets, proprietary recipes, specifications and/or formulas (collectively, the "Proprietary Products").

10. This estimate includes your costs to purchase the opening inventory of selected nonproprietary food products, condiments, beverages, raw materials, fixtures, furnishings, equipment, uniforms, supplies, paper goods, menus, packaging, forms, customer comment cards, POS Systems, computer hardware, software, modems and peripheral equipment and other products, supplies, services and equipment ("Non Proprietary Products").

11. During the period beginning 30 days before opening through 15 days after opening, you must spend a minimum of $5,000 on approved grand opening marketing and advertising in accordance with your grand opening plan that we must approve. Some franchisees may choose to spend more than the $5,000 minimum.

12. This estimates the costs for your sales tax deposits or bonds, business license, sewer hookup charges and utility deposits. These estimates exclude any special connection and/or tap fees and taxes based on projected sales. Your fees and expenses may vary.

13. This estimate includes legal fees you may incur for an attorney to review and negotiate your Franchise Agreement and lease and form your business entity. It also includes the estimated cost to hire an accountant to set up your books. The additional legal fees in the Initial Investment Estimate table for the purchase of area development rights reflect additional legal costs you may incur to review and negotiate your ADA.

14. At all times, you must maintain adequate reserves and working capital sufficient for you to satisfy all of your obligations under the Franchise Agreement and to cover the risks and contingencies of your Go Greek

Shop for at least 3 months. This estimate includes estimated employee wages, including 5 to 7 weeks' pre-opening training for 2 supervisorial or managerial personnel, opening cash and other miscellaneous expenses incurred before opening and during the first 3 months of operations. Your initial 3 months of rent is separately stated in the table above. This estimate does not take into account the finance charges, interest and related costs you may incur if any portion for the initial investment is financed. These amounts are the minimum recommended levels to cover operating expenses, including employees' salaries for 3 months. Additional working capital may be required if sales are low or fixed costs are high. We relied on our affiliate's experience in developing and opening the affiliate-owned Go Greek Shops to determine these estimates, including the recent experience developing a new Go Greek Shop in Studio City, California.

15. We strongly recommend that you hire an accountant, business advisor or other professional to assist you in developing a budget for the construction, opening and operation of your Go Greek Shop.

16. The development fee ranges from $75,000 to $250,000 depending on the number of Go Greek Shops you commit to develop. This initial investment estimate assumes you purchase the right to develop either 2 Go Greek Shops (low estimate) or 5 Go Greek Shops (high estimate). This initial investment estimate does not include any costs you will incur to open any Go Greek Shop other than the first Go Greek Shop developed under the ADA.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Source Restricted Purchases and Leases - Generally

You must purchase or lease certain "source restricted" goods and services for the development and operation of your Go Greek Shop. By "source restricted," we mean the good or service must meet our specifications and/or must be purchased from an approved or designated supplier (in some cases, an exclusive designated supplier, which may be us or an affiliate).

We may specify proprietary food products, beverages, packaging and products that are area produced or manufactured according to our trade secrets, proprietary recipes, specifications and/or formulas (collectively, the "**Proprietary Products**"). We may also require that you purchase selected non-proprietary food products, condiments, beverages, raw materials, fixtures, furnishings, equipment, uniforms, supplies, paper goods, menus, packaging, forms, customer comment cards, POS Systems, computer hardware, software, modems and peripheral equipment and other products, supplies, services and equipment ("**Non-Proprietary Products**"). You may use, offer or sell only those Non-Proprietary Products that we expressly authorize.

We will provide you with our Manuals and various supplemental bulletins and notices that will contain the specifications, standards and restrictions on your purchase of products and services. We will not be obligated to reveal to you or any third party our trade secrets or the recipes, specifications and/or formulas of Proprietary Products. If the Manuals do not include product specifications for a Non-Proprietary Product, we will provide you with the general specifications (but not manufacturing specifications) for Non-Proprietary Products upon request. We notify you of changes to our specifications or supplier list by email, written notice, telephone, updates to the Manuals, bulletins or other means of communication.

Supplier Criteria & Approval

You may only use suppliers that we accept and approve ("**Approved Suppliers**") because they have demonstrated to us their ability to consistently and reliably supply products and services for Go Greek Shops that meet our standards and specifications. You must purchase Proprietary Products exclusively from our affiliate, Medlicious. You must purchase Non-Proprietary Products only from Approved Suppliers.

You may not purchase Non-Proprietary Products from any supplier other than us, our affiliate or an Approved Supplier without our prior approval. Our specifications and standards for supplier approval are generally available upon written request. You must identify the proposed supplier, its name and address, and the item(s) you desire to purchase from that supplier. We may require you to deliver a sample of their product to us (at no charge to us). We may condition our approval on the supplier agreeing in writing to:

- not disclose any confidential information regarding us, our operations or our specifications
- faithfully comply with our specifications for items sold to franchisees (which may include particular brand names, model, contents, standards for quality and freshness, and compliance with governmental standards)
- periodically provide us with free samples of products supplied to franchisees
- sell materials bearing our marks only to our franchisees and only under a trademark license agreement with us
- send us duplicate purchase invoices issued to franchisees for our records and inspection purposes

We may also condition our approval on the supplier demonstrating to our reasonable satisfaction that:

- the supplier is able to supply products meeting our specifications on a consistent basis
- the supplier is able to supply sufficient quantities of products to meet system demand
- the supplier is able to deliver products to franchisees in a timely and reliably manner
- the supplier is, and will continue to be, of good standing in the business community with regard to its financial soundness

As a condition to approving a supplier, we may also require that: (a) our representative be permitted to inspect the supplier's facilities; (b) you deliver to us (and/or to an independent, certified laboratory that we designate) all information, specifications and samples we reasonably require for testing. You must pay us a fee not to exceed the actual cost of the inspection and testing. In addition to product testing, a facility audit may be required. You will be responsible for any additional costs and expenses, if any, associated with the inspection of the facility. You must pay us, in advance, a deposit of up to $1,000, before we begin any inspection.

We will use good faith efforts to notify you of our approval or disapproval of a proposed supplier within 60 days after we receive your request for approval and all requested back-up information. You may not use a supplier unless we notify you of our approval in writing. We may revoke approval if a supplier fails to comply with our requirements and specifications. We will notify you of our disapproval of a previously approved supplier by written notice or updates to the Manuals.

Current Source Restricted Items

We estimate that up to 80% of the total purchases and leases that will be required to establish your Go Greek Shop and up to 80% of your ongoing operating expenses will consist of source restricted goods or services, as further described below.

Lease

If you lease the premises for your Go Greek Shop, you and your landlord must sign the Lease Addendum attached to the Franchise Agreement as Exhibit "E".

Design and Construction Services

We will provide you with standard architectural plans and specifications for a prototype Go Greek Shop, including exterior and interior design and layout, fixtures, furnishings, and signs. You must hire an architect and designer to prepare architectural and engineering drawings and detailed construction plans that: (a) conform to the specific characteristics of your premises; (b) are consistent with our standard architectural plans and specifications; (c) comply with all local ordinances, building codes, permit and lease requirements and restrictions applicable to the premises; and (d) are approved by us as meeting our system standards. Once approved, you must construct and equip your Go Greek Shop according to the approved plans as well as the specifications contained in the Manuals. Your architect and general contractor must be appropriately licensed and bonded (if required by applicable law). We must approve the architect and designer you hire.

Fixtures, Furnishings and Equipment

All of your fixtures, furnishings and equipment must meet our standards and specifications. You must purchase these items only from Approved Suppliers.

Technology Systems

Your Technology Systems (including hardware, software, equipment, software applications, mobile apps and similar items) must meet our standards and specifications. You must purchase the specific brand of POS system and closed circuit camera system we designate. You must license all software we require. Certain components of your Technology Systems must be purchased from Approved Suppliers while other components may be purchased from any supplier of your choosing. We may also require that certain services relating to the establishment, use, maintenance, monitoring, security or improvement of your Technology Systems be purchased from Approved Suppliers.

Signage

All exterior and interior signage, graphics and décor must meet our standards and specifications. You must purchase these items only from Approved Suppliers.

Operating Supplies

You must purchase certain operating supplies that meet our standards and specifications. Some operating supplies must be purchased from Approved Suppliers while others may be purchased from any supplier of your choosing.

Uniforms

Your employees must wear the uniforms we specify. You must purchase uniforms from Approved Suppliers

Inventory

All inventory must meet our standards and specifications. You must purchase Proprietary Products exclusively from our affiliate. You must purchase other inventory items only from Approved Suppliers.

Non-Cash Payment System

You must accept debit cards, credit cards, stored value gift cards or other non-cash payment systems we specify to enable customers to purchase Authorized Go Greek Products from your Go Greek Shop. You must purchase all equipment necessary to accept such forms of payment. To the extent you store, process, transmit or otherwise access or possess cardholder data, you must maintain the security of cardholder data and adhere to the then-current Payment Card Industry Data Security Standards ("**PCI DSS**"), currently found at www.pcisecuritystandards.org for the protection of cardholder data. You are responsible for the security of cardholder data in the possession or control of any of subcontractors you engage to process credit cards. All subcontractors must be approved by us in writing prior to sharing cardholder data with the subcontractor. You must only use the payment processing companies we approve.

Gift Card and Loyalty Programs

You must participate in any gift card or other customer loyalty program we implement in accordance with our policies and procedures. In order to participate, you may be required to purchase and utilize certain equipment, software and/or Apps we designate and pay fees relating to the use of that equipment, software and/or Apps. We may require that you purchase these items and services only from Approved Suppliers. You must pay us (or our designated vendor) a $75 monthly fee for administering the gift card program, including issuing and processing gift cards and administering the gift card pooling program.

Music

You must play only the music and music selections that we approve (as specified in the Manuals). You must purchase and install equipment that meets our standards and specifications to receive and play approved music.

Marketing Materials and Services

All marketing and advertising must comply with our standards, specifications, branding requirements and advertising policies. We must approve your marketing and advertising materials prior to use. You must purchase branded marketing and advertising materials only from Approved Suppliers. If we permit you to engage in social media, you must strictly comply with our social media policy. We may require that you contract with Approved Suppliers for purposes of developing your grand opening plan, implementing your grand opening marketing campaign and/or conducting social media marketing to promote your Go Greek Shop.

Insurance Policies

You must purchase the insurance coverage we require from time to time (whether in the Franchise Agreement or in the Manuals). You must maintain these policies in full force and effect at all times during the term of the Franchise Agreement. You must purchase your insurance policies only from insurance carriers that we designate or approve. The required coverage currently includes:

Policy Type	Minimum Coverage
"All risk" Property Insurance	Replacement Value
Comprehensive General Liability Insurance	$1,000,000 per occurrence and $2,000,000 in the aggregate
Automobile Liability Insurance	$1,000,000 per occurrence and $1,000,000 in the aggregate
Privacy and Cyber Security Liability Insurance	$50,000 per occurrence and $50,000 in the aggregate
Umbrella Insurance (including employer liability)	$3,000,000 per occurrence and $3,000,000 in the aggregate
Business Interruption Insurance	At least 12 months, including coverage for royalty fees
Worker's Compensation Insurance	As required by law
Landlord-Required Insurance	As required by lease
Other Insurance	As required by law or in Manuals

The required coverage and policies are subject to change. All policies must be primary and non-contributing with any insurance policy carried by us or our affiliates. All insurance policies must be endorsed to: (a) name us and our affiliates (and any other persons we designate) as additional insureds; (b) contain a waiver by the insurance carrier of all subrogation rights against us; and (c) provide that we receive 30 days' prior written notice of the termination, expiration, cancellation or modification of the policy.

Purchase Agreements

From time to time, we may attempt to negotiate relationships with suppliers to enable our affiliates and franchisees to purchase certain items at discounted prices. If we succeed, you may purchase these items at the discounted prices we negotiate (less any rebates or other consideration paid to us). As of the date of this Disclosure Document, we have not negotiated any purchase agreements (including pricing terms) with suppliers other than the agreement with our affiliate, Medlicious.

Currently there are no purchasing cooperatives, although we reserve the right to establish them in the future. You do not receive any material benefits for using designated or approved suppliers other than having access to any discounted pricing we negotiate.

Franchisor Revenues from Source Restricted Purchases

Although we are not currently an approved supplier for any source restricted items, we reserve the right to designate ourselves as an approved or designated supplier in the future. Our affiliate, Medlicious, is currently the exclusive designated supplier for all Proprietary Products. We and our affiliate may derive profit from these purchases. No other person affiliated with us is currently an approved (or the only approved) supplier. One of our officers, David Subotic, owns Medlicious. There are no other approved or designated suppliers in which any of our officers owns an interest.

We may receive rebates, payments or other material benefits from suppliers based on franchisee purchases and leases and we have no obligation to pass them on to our franchisees or use them in any particular manner. As of the issuance date of this Disclosure Document, we do not have any relationships with suppliers that involve rebates, payments or other material benefits based upon franchisee purchase or leases.

During the fiscal year ended December 31, 2023, neither we nor our affiliates received any revenue as a result of franchisee purchases or leases of goods or services from designated or approved suppliers (including purchases from us or our affiliates).

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement (FA), Area Development Agreement (ADA) and other agreements. It will help you find more detailed information about your obligations in these agreements and other items in this Disclosure Document.

OBLIGATION	SECTIONS IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	FA: Section 5 ADA: Section 4.2	Items 7, 8, 11 and 12
b. Pre-opening purchases/leases	FA: Section 5 ADA: Not Applicable	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	FA: Section 5.3 & 5.4 ADA: Section 4.2	Items 6, 7, 8 and 11
d. Initial and ongoing training	FA: Section 6.1, 6.2, 6.3, 6.4, 7.2 to 7.5 ADA: Not Applicable	Items 6, 11 and 15
e. Opening	FA: Section 5.4 ADA: Section 4.1	Item 11
f. Fees	FA: Section 3.3, 4, 6.6, 6.7, 7.26, 7.31, 8.1, 8.2, 10.1, 10.3, 13.1, 14.4, 16.4 & 16.7 ADA: Section 5, 7.2 & 7.6	Items 5, 6 and 7
g. Compliance with standards and policies/Operating Manual	FA: Section 5.3, 7.1, 7.6 to 7.14, 7.19, 7.21, 7.22, 7.26 to 7.29, 7.31 & 8 ADA: Section 4.2	Item 11 and 16
h. Trademarks and proprietary information	FA: Section 9 & 11 ADA: Section 2	Items 11, 13 and 14
i. Restrictions on products/services offered	FA: Section 7.7, 7.9 & 8 ADA: Not Applicable	Items 8 and 16
j. Warranty and client service requirements	FA: Section 7.16 ADA: Not Applicable	Not Applicable
k. Territorial development and sales quotas	FA: Not Applicable ADA: Section 4.1	Item 12
l. Ongoing product/service purchases	FA: Section 7.7, 8 & 10.5 ADA: Not Applicable	Item 8

OBLIGATION	SECTIONS IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
m. Maintenance, appearance and remodeling requirements	FA: Section 5.3, 7.18, 7.20 & 7.21 ADA: Not Applicable	Items 7 and 11
n. Insurance	FA: Section 13 ADA: Not Applicable	Items 6, 7 and 8
o. Advertising	FA: Section 10 ADA: Not Applicable	Items 6, 7 and 11
p. Indemnification	FA: Section 18.4 ADA: Not Applicable	Items 6 and 17
q. Owner's participation/ management/staffing	FA: Section 7.8 & 7.13 ADA: Not Applicable	Items 11 and 15
r. Records/reports	FA: Section 12 ADA: Not Applicable	Item 6
s. Inspections/audits	FA: Section 5.3, 6.7 & 12.3 ADA: Not Applicable	Items 6 and 11
t. Transfer	FA: Section 6.8 & 14 ADA: Section 7	Items 6 and 17
u. Renewal	FA: Section 3.2 to 3.6 ADA: Section 4.4	Items 6 and 17
v. Post termination obligations	FA: Section 17 ADA: Not Applicable	Item 17
w. Non-competition covenants	FA: Section 15 ADA: Not Applicable	Item 17
x. Dispute resolution	FA: Section 19 ADA: Section 8.3	Item 17
y. Personal Guaranty	FA: Section 1, 3.3 (definition of "Guarantor") & Exhibit C ADA: Not Applicable	Item 15
z. Security Interest	FA: Section 4.7 ADA: Not Applicable	Item 7

ITEM 10 FINANCING

We do not offer direct or indirect financing. We do not guarantee any of your notes, leases or obligations.

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

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

Before you open your Go Greek Shop, we will provide the following assistance:

1. Site Selection. We will review sites you propose for compliance with our minimum site selection criteria. We must accept the site you propose for your Go Greek Shop. See Section below entitled "Site Selection" for additional information. (Franchise Agreement, Sections 5.1)

2. Site Design. We will provide you with standard architectural plans and specifications for a prototype Go Greek Shop, including exterior and interior design, layout, fixtures, furnishings and signs. See Section below entitled "Site Development" for additional information. (Franchise Agreement, Section 5.3)

3. Preopening Initial Training. We will provide our preopening initial training program for your Principal Owner and Shop Manager. See Section below entitled "Training Programs" for additional information. (Franchise Agreement, Section 6.1 & 7.2)

4. On-Site Opening Assistance Team. With respect to your first Go Greek Shop, we will send an opening assistance team (consisting of 1 to 2 trainers experienced in the Go Greek System) to your Go Greek Shop to provide between 1 and 2 weeks of opening assistance that begins approximately 1 week prior to your opening date. See Section below entitled "Training Programs" for additional information. (Franchise Agreement, Section 6.4 & 7.3)

5. Manuals. We will provide you with access to our Operations and Training Manuals ("**Manuals**") to use during the term of the Franchise Agreement. See Section below entitled "Manuals" for additional information. (Franchise Agreement, Section 6.5)

6. Approved Suppliers. We will provide you with our current list of Approved Suppliers. (Franchise Agreement, Section 8)

During the operation of your Go Greek Shop, we will provide the following assistance:

1. On-Site Opening Assistance Team. With respect to your first Go Greek Shop, we will send an opening assistance team (consisting of 1 to 2 trainers experienced in the Go Greek System) to your Go Greek Shop to provide between 1 and 2 weeks of opening assistance that begins approximately 1 week prior to your opening date. See Section below entitled "Training Programs" for additional information. (Franchise Agreement, Section 6.4)

2. Ongoing Consultation. We may provide regular consultation and advice in response to inquiries from you regarding administrative and operating issues that you bring to our attention. We may provide recommendations we deem appropriate to assist your efforts. However, you alone will establish all requirements, consistent with our policies, regarding: (a) employment policies, hiring, firing, training, wage and hour requirements, record keeping, supervision, and discipline of employees; (b) the individuals to whom you will offer and sell Authorized Go Greek Products; and (c) the suppliers from whom you obtain any products or services used in or at the Go Greek Shop for which we have not established Approved Suppliers. (Franchise Agreement, Section 6.6)

3. Post-Opening Initial Training. After opening, you may request that we provide our initial training program for new supervisorial or managerial personnel that you hire. We are not obligated to do so. See Section below entitled "Training Programs" for additional information. (Franchise Agreement, Section 6.2 & 7.4)

4. Additional and Remedial Training Programs. We may provide additional and remedial training programs. See Section below entitled "Training Programs" for additional information. (Franchise Agreement, Section 6.3 & 7.5)

5. Products. We will designate the Proprietary Products and Non-Proprietary Products you must stock and promote at your Go Greek Shop. We may designate some of these items as optional. (Franchise Agreement, Sections 8)

6. Inspections. From time to time, we may inspect your Go Greek Shop for compliance with our brand standards and other requirements. We will notify you of any issues we identify that require correction, remedy or repair. (Franchise Agreement, Sections 5.3 & 6.7)

7. Pricing Guidelines. We may provide you with our suggested retail pricing. You may deviate from our suggested retail pricing in your discretion. However, you must obtain our approval of any deviation that is

more than 10% higher or lower than our suggested retail pricing, unless such pricing is part of a temporary advertising or promotional campaign that we designate or approve. To the extent permitted by applicable law, we may set maximum or minimum prices on the goods and services you sell. (Franchise Agreement, Section 7.7)

8. Manuals. We will continue to provide you with access to our Manuals during the term of your Franchise Agreement. See Section below entitled “Manuals” for additional information. (Franchise Agreement, Section 6.5)

9. Brand Fund. We will implement and administer the brand and system development fund to promote public awareness of our brand and improve the Go Greek System. See Section below entitled “Brand and System Development Fund” for additional information. (Franchise Agreement, Section 10.1)

10. Marks and System. We will permit you to use the Marks and Go Greek System during the term of your Franchise Agreement. (Franchise Agreement, Section 2.1)

11. Confidential Information. We will provide you with access to our confidential information during the term of your Franchise Agreement. (Franchise Agreement, Section 11.1)

12. Toll Free Telephone Number. We may now or in the future establish a toll free telephone number for purposes of accepting and confirming customer orders nationwide, customer service, and customer follow-up and satisfaction surveys. If we establish a toll free number, you must comply with our procedures for implementing the nationwide service in the manner we specify (either in the Manuals or otherwise). (Franchise Agreement, Section 6.10)

13. Annual Franchisee Conference. We may hold an Annual Franchisee Conference for all Go Greek franchisees each year. Your Principal Owner and each Shop Manager must attend the Annual Franchisee Conference at your expense. We may use the Brand Fund to cover the costs we incur to hold the Annual Franchisee Conference. (Franchise Agreement, Section 7.24)

We do not provide area developers with any support under their ADA.

Training Programs (Franchise Agreement, Sections 6.1, 6.2, 6.3, 6.4, 6.8, 7.2, 7.3, 7.4 and 7.5)

Initial Training Program Overview

Your Principal Owner and all of your supervisorial and managerial personnel must attend and complete our pre-opening initial training program, which includes:

- Phase 1 Training – approximately 1 week of training conducted at our corporate office and/or an affiliate-owned Go Greek Shop in Beverly Hills, California
- Phase 2 Training – 1 to 2 weeks of onsite opening assistance and training at your Go Greek Shop that takes place prior to and through your opening date (we determine the specific duration)

Your Principal Owner and all of your supervisorial and managerial personnel must successfully complete both Phase 1 Training and Phase 2 Training to our satisfaction. Your Principal Owner and Shop Manager must successfully complete Phase 1 Training: (a) at least 30 days before you open your Go Greek Shop; and (b) no later than 6 months after you sign the Franchise Agreement. Currently, we intend to offer the initial training program on an “as-needed” basis to enable franchisees to meet their opening deadlines.

Training Topics

The initial training program consists of the following:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS ON THE JOB TRAINING	LOCATION
History and Heritage of the Brand	2	0	Beverly Hills, CA, and your Go Greek Yogurt Shop
Guiding Principles	2	0	Beverly Hills, CA, and your Go Greek Yogurt Shop
The Go Greek Yogurt Brand	2	0	Beverly Hills, CA, and your Go Greek Yogurt Shop
Marketing	3	0	Beverly Hills, CA, and your Go Greek Yogurt Shop
Leadership	2	0	Beverly Hills, CA, and your Go Greek Yogurt Shop
Standards	2	0	Beverly Hills, CA, and your Go Greek Yogurt Shop
Profile	1	0	Beverly Hills, CA, and your Go Greek Yogurt Shop
Local Store Marketing	2	1	Beverly Hills, CA, and your Go Greek Yogurt Shop
Training	1	0	Beverly Hills, CA, and your Go Greek Yogurt Shop
Orientation to Daily Team Member Operations	5	0	Beverly Hills, CA, and your Go Greek Yogurt Shop
Daily Team Member Operations	0	12	Beverly Hills, CA, and your Go Greek Yogurt Shop
Inventory and Labor Management	8	8	Beverly Hills, CA, and your Go Greek Yogurt Shop
Orientation to Shift Management	4	0	Beverly Hills, CA, and your Go Greek Yogurt Shop
Practical Shift Management	0	16	Beverly Hills, CA, and your Go Greek Yogurt Shop
Multi-Unit Management	2	1	Beverly Hills, CA, and your Go Greek Yogurt Shop
In-Store Leadership	4	16	Beverly Hills, CA, and your Go Greek Yogurt Shop
Field Standards	0	6	Beverly Hills, CA, and your Go Greek Yogurt Shop
Total	40	60	

* We may vary the duration and content of training based on our assessment of the qualifications and experience of the trainees.

Training Materials

The primary instructional material for the pre-opening initial training program will be the Manuals and video.

There will be no additional charge for training material.

Instructors

Jonathan Williams is in charge of our training program. He provides instruction on all topics. Mr. Williams has more than 6 years of experience with Go Greek Yogurt and a total of 11 years of experience in the industry.

Post-Opening Training Programs

After opening, you may request that we provide our initial training program for new supervisorial or managerial personnel that you hire. We are not obligated to provide this training.

After opening, we may provide additional and remedial training programs for your Principal Owner and supervisorial or managerial personnel. Attendance at these training programs is mandatory.

Training Fees and Costs

With respect to your first Go Greek Shop, we provide: (a) Phase 1 Training for up to 5 people (which must include the Principal Owner and 1 Shop Manager) at no additional charge; and (b) Phase 2 Training for up to 2 weeks at no additional charge. If you send more than 5 people to Phase 1 Training, you must pay us a $3,000 preopening initial training fee for each additional person you send. If you require more than 2 weeks of Phase 2 Training, we may charge you an addition onsite assistance / training fee of $500 per opening team trainer per day (plus reimbursement of our expenses) for the period of time in excess of 2 weeks that we provide Phase 2 Training at your Go Greek Shop.

We are not required to provide any initial training if you are purchasing your second or subsequent Go Greek Shop (or entering into a renewal Franchise Agreement). Upon your request, we may (but need not) provide 1 to 2 weeks of Phase 2 Training for your supervisorial and managerial personnel if you are purchasing your second or subsequent Go Greek Shop (or entering into a renewal Franchise Agreement). If we agree to do so, you must pay us an addition onsite assistance / training fee of $500 per opening team trainer per day (plus reimbursement of our expenses) for the entire period of time that we provide Phase 2 Training at your Go Greek Shop.

After opening, you may request that we provide our initial training program for new supervisorial or managerial personnel that you hire. If we agree to do so, you must pay us the $1,500 post-opening initial training fee for each person we train. You must also reimburse us for our expenses if we provide this training onsite at your Go Greek Shop.

You are also responsible for all transportation costs, food, lodging, wages, benefits and similar expenses incurred by you and your employees to attend our training programs.

Third-Party Training Programs

In addition to completing our required initial raining program, your Principal Owner and Shop Manager must successfully complete the ServSafe® Food Safety Certification Program (or complete a similar certification training program that we approve) at your expense prior to your opening date.

Manuals (Franchise Agreement, Section 6.5)

We will provide you with access to our Manuals to use during the term of the Franchise Agreement. The Manuals contain our standard operational procedures, policies, rules and regulations with which you must comply. The Manuals may consist of audio, video, compact disks, computer software, other electronic media and/or written materials. From time to time, we may update or change the Manuals in our sole discretion. The Manuals currently contain approximately 46 pages. The Table of Contents is attached as EXHIBIT "E".

You must operate your Go Greek Shop in compliance with the terms of your Franchise Agreement and the Manuals. You alone will exercise day-to-day control over all operations, activities and elements of your Go Greek Shop, including over your employees. Under no circumstance will we do so or be deemed to do so. The Franchise Agreement and Manuals include various requirements, restrictions, prohibitions, specifications and procedures of the Go Greek System with which you must comply. However, we do not control any aspect of the day-to-day operations of your Go Greek Shop, either directly or indirectly through the Franchise Agreement, Manuals, or otherwise. Rather, the requirements, restrictions, prohibitions, specifications and procedures that comprise the Go Greek System merely establish the brand standards you must adhere to when you (and you alone) exercise control over the day-to-day operations of your Go Greek Shop.

Site Selection & Lease / Purchase Agreement (Franchise Agreement, Sections 5.1, 5.2 and 16.2)

If you do not already have a suitable location when you sign your Franchise Agreement, you must purchase or lease the site for your Go Greek Shop promptly after you sign the Franchise Agreement. We do not select the site for your Go Greek Shop and we do not purchase the premises and lease it to you. You are responsible for selecting the proposed site of your Go Greek Shop. We may, but need not, assist you in locating a proposed site. The site for your Go Greek Shop will be subject to our review and acceptance. Our acceptance of a site is not a guaranty or representation that your site will be successful. It only means your site meets our minimum site selection criteria.

In reviewing a site, we consider the following factors: general location and neighborhood; traffic patterns; parking; size and physical characteristics the building; and lease terms. We will accept or reject a proposed site within 10 days after we receive all information we require to evaluate the site. We will notify you of our acceptance of your site in writing.

If you lease the site for your Go Greek Shop, you must: (a) ensure your lease does not obligate us in any manner or contain any provision inconsistent with your Franchise Agreement; and (b) sign, and cause your landlord to sign, the Lease Addendum attached to the Franchise Agreement as Exhibit "E".

You must submit your proposed lease to us at least 15 days before signing to allow us time to confirm it does not include any provisions inconsistent with the Franchise Agreement (however, you retain primary responsibility for ensuring your does not include any terms or conditions that conflict with any terms or conditions of the Franchise Agreement). Our acceptance of your lease is based solely on our own interests and does not represent any guarantee or endorsement by us of the Franchised Location or confirmation that the lease complies with applicable law or that the terms of the lease are favorable to you. You must provide us with a fully signed copy of the lease and Lease Addendum promptly after they are signed by you and the landlord.

If you are purchasing the Franchised Location, you must submit the contract for purchase and sale to us for approval before you sign it. You must send us a fully signed copy of the contract after it is signed.

Within 90 days after signing the Franchise Agreement, you must: (a) obtain our acceptance of your site; and (b) obtain a fully executed lease or purchase agreement. We may terminate your Franchise Agreement if you fail to meet this deadline.

If you sign an ADA, we must approve the site for each Go Greek Shop you develop applying our then-current site selection criteria.

Site Development (Franchise Agreement, Section 5.3)

We will provide you with standard architectural plans and specifications for a prototype Go Greek Shop, including exterior and interior design, layout, fixtures, furnishings and signs. These materials will serve as general guidelines to illustrate a typical Go Greek Shop. At your cost, you must hire an approved architect and designer to prepare architectural, engineering and construction drawings and site and space layout and exterior signage plans for your specific location. We must approve these drawings and plans prior to construction. Once approved, you must construct and remodel your Go Greek Shop in compliance with the approved construction drawings and plans at your expense. You must obtain all permits required to construct, remodel, renovate, and equip the Go Greek Shop.

Computer and Technology Systems (Franchise Agreement, Section 7.6, 7.19, 7.26 to 7.29, 10.6 & 10.7)

Required Technology Systems

You must purchase and use all Technology Systems we designate from time to time. Our required Technology Systems may include computer systems, point-of-sale system, webcam systems, telecommunications systems, security systems, music systems, and similar systems, together with the associated hardware, software (including cloud-based software) and related equipment, software applications, mobile apps and third-party services relating to the establishment, use, maintenance, monitoring, security or improvement of these systems. We currently require that you purchase, install and utilize the following Technology Systems:

- Revel Point-of-Sale System ("**POS System**")
- Closed Circuit Camera System ("**Camera System**")
- Back Office Computer System with Printer
- Sound System

You must acquire our designated POS System that meets our specifications and requirements, including all future updates, supplements and modifications. Go Greek Shops are currently required to use the Revel POS System, which includes the following components:

- 2 iPads
- 2 credit card wipers
- 1 thermal receipt printer
- Revel point of sale software license

You must also purchase 1 Apple Mac computer for your back office and 1 laptop with high-speed Internet access located in the main area of the Shop. You must license and utilize Microsoft Office.

You must acquire our designated Camera System consistent of 5 to 7 installed cameras with remote HIK-Connect connection.

You must also purchase and install equipment that meets our standards and specifications to receive and play approved music. We are currently evaluating different options for acceptable music systems.

At all times, you must: (a) have high-speed internet access as required by the Manuals; and (b) maintain an email account for your Go Greek Shop. Your Go Greek Shop must also offer free WiFi service for your customers in compliance with our requirements for bandwidth (as set forth in the Manuals or otherwise communicated to you).

We may change the components of the Technology Systems from time to time, including the systems described above.

How Technology Systems Are Used

The POS System includes all hardware and most software used in the operation of a Go Greek Shop, including electronic point-of-sale cash registers and our designated software. You will use your POS System to record and analyze sales, labor, inventory, product usage, employee information and tax information. The POS System also will include any gift, credit or debit card processing system we designate. The POS system also accepts online orders submitted by customers.

The computer software package may include proprietary software in the future. If this occurs, we can require that you license the proprietary software from us or a third party and you also may be required to pay a software licensing or user fee in connection with your use of the proprietary software. You may not use or download any software that we have not approved.

You will use your back office computer system to prepare reports, access forms and communicate via email. It will also access a server allowing you to upload reports and other operational data.

You will use the Camera System to for security purposes and monitoring your employees and customers. We may also access the feed to monitor your Go Greek Shop for compliance with our brand standards.

Your Sound System will be used to play music in your Go Greek Shop. You must play only the music and music selections that we approve (as set forth in the Manuals).

Fees and Costs

We estimate the following initial costs for you to acquire our required Technology Systems:

- POS System ($1,500 to $5,500)
- Back Office Computer System (2,300 to $2,700)
- Printer ($750 to $850)
- Camera System ($2,500 to $3,000)
- Sound System ($3,500 to $4,500)

As further detailed in Item 6, we may require that you pay us a technology fee for software, technology and related services that we provide. As of the issuance date of this Disclosure Document, we do not charge a technology fee.

The table below identifies the ongoing fees and costs you must pay for the software, technology, Apps, subscriptions and related services associated with the Technology Systems:

TECHNOLOGY SYSTEMS – ONGOING FEES AND COSTS			
Item	**Fee (Monthly)**	**Fee (Annual)**	**To Whom Paid?**
POS System (Maintenance and Updates)	$300 to $500	$3,600 to $6,000	Third-Party Licensor
POS System (Ongoing Licensing Fees)	$200	$2,400	Third-Party Licensor
Camera System (Monitoring Fees)	$200 to $300	$2,400 to $3,600	Third-Party Licensor
Music System (Music Licensing Fees)	$50	$600	Third-Party Licensor

Maintenance, Support, Updates and Upgrades

In exchange for the ongoing fees disclosed in the table above, the licensors of the associated software and technology will provide all required maintenance, support and updates.

Unless otherwise disclosed above: (a) neither we nor any other party has any obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer system; and (b) we are not aware of any optional or required maintenance, updating, upgrading or support contracts relating to your computer system.

Collection and Sharing of Data

Your computer and POS System will collect all sales data and inventory tracking data. Your Camera System will record and store "live images" of the interior and exterior of your Go Greek Shop, including images of customers and employees.

We will have independent unlimited access to all data entered into, produced, stored and recorded by your POS System and Camera System. We also have the right to enter your Go Greek Shop to access, inspect, download and make copies of all data stored by your Technology Systems. We may share this information and data with our affiliates and others at our discretion.

We will control the WiFi gateway at your Go Greek Shop and all emails collected will be our property, with no restrictions on our use or distribution of email addresses.

We will own all data pertaining to your customers and business operations, whether collected by you, us or third-parties. We will grant you a license to use this data solely for purposes of operating your Go Greek Shop during the term of your Franchise Agreement. You may not share this data with any person other than us and other persons designated by us. You must protect all customer data with a level of control proportionate to the sensitivity of data. You must comply with all applicable data protection laws as well as any data processing and data privacy policies set forth in the Manuals from time to time. You must also comply with the standards established by PCI-DSS to protect the security of credit card information.

Maintenance and Changes

You must maintain your Technology Systems in good condition at your cost. We may require that you upgrade or update your Technology Systems to conform to our then-current specifications. However, we will not require that you replace your POS System more frequently than once during any 3-year period. There are no other contractual limitations on the frequency or cost of required Technology Systems updates or upgrades.

Brand and System Development Fund (Franchise Agreement, Section 10.1)

We will establish and administer a brand and system development fund to promote public awareness of our brand, improve the Go Greek System and (at our option) conduct Annual Franchisee Conferences. We may use the fund to pay for any of the following in our discretion:

- developing maintaining, administering, directing, preparing, or reviewing advertising and marketing materials, promotions and programs
- conducting and administering promotions, contests or giveaways
- expanding public awareness of the Marks
- public and consumer relations and publicity
- brand development
- sponsorships
- charitable and nonprofit donations and events
- research and development of technology, products and services
- website development and search engine optimization
- development of an ecommerce platform
- development and implementation of quality control programs, including the use of mystery shoppers or customer satisfaction surveys
- conducting market research
- changes and improvements to the System
- hosting the Annual Franchisee Conference, including costs we incur for items such as: renting the venue space; providing meals, beverages or other amenities to conference attendees; paying for guest speakers; purchasing prizes or awards given out at the conference; paying for preparation of materials distributed to attendees; etc.
- the fees and expenses of any advertising agency we engage to assist in producing or conducting advertising or marketing efforts
- collecting and accounting for contributions to the fund

- preparing and distributing financial accountings of the fund
- any other programs or activities we deem necessary or appropriate to promote or improve the System
- direct and indirect labor, administrative, overhead and other expenses incurred by us and/or our affiliates in relation to any of these activities (including salary, benefits and other compensation of any of our, and any of our affiliate's, officers, directors, employees or independent contractors based upon time spent working on any brand fund matters described above)

We will direct and have complete control and discretion over all advertising programs paid for by the fund, including the creative concepts, content, materials, endorsements, frequency, placement and media used for the programs. We anticipate most advertising will be local or regional in coverage during the first few years after we establish the fund. In terms of marketing activities paid for by the fund, we do not ensure that these expenditures in or affecting any geographic area are proportionate or equivalent to the fund contributions by franchisees operating in that geographic area or that any franchisee benefits directly or in proportion to their fund contributions. The fund will not be used to pay for advertisements principally directed at selling additional franchises, although consumer advertising may include notations such as "franchises available" and one or more pages on our website may promote the franchise opportunity.

You must contribute to the brand fund 2% of Gross Sales. We have no obligation to expend our own funds or resources for any marketing activities in your area. Go Greek Shops owned by us or our affiliates may (but are not required to) contribute to the brand fund. If they do, they need not contribute the same percentage of Gross Sales as you and may stop contributing at any time without notice to you.

All monies deposited into the fund that are not used in the fiscal year in which they accrue will be utilized in the following fiscal year. Any surplus of monies in the fund may be invested and we may lend money to the fund if there is a deficit. An unaudited financial accounting of the operations of the fund will be prepared annually and made available to you upon request, including the total brand fund contributions collected and spent during the prior fiscal year. During the fiscal year ended December 31, 2023, we did not collect or spend any brand fund contributions.

Allocation of Marketing Expenditures (2023)				
Use of Funds	**Production**	**Media Placement**	**Administrative Expenses**	**Other**
Percentage Allocation	N/A	N/A	N/A	N/A

We assume no direct or indirect liability or obligation to you with respect to the maintenance, direction or administration of the fund. The fund is not a trust and we have no fiduciary obligations with respect to our administration of the fund. Once established, we reserve the right to discontinue the fund at any time in our sole discretion upon at least 30 days' prior notice.

Local Advertising (Franchise Agreement, Sections 7.19 & 10)

Generally

You must use you best efforts to promote and advertise your Go Greek Shop. We may conduct promotional campaigns on a national or regional basis to promote products or marketing themes. You must participate in all promotional campaigns that we may establish for the region in which your Go Greek Shop is located.

Grand Opening Marketing

At least 60 days prior to opening, you must send us a Grand Opening Promotional Plan ("**Grand Opening Plan**") outlining your proposal for the grand opening marketing and promotion of your Go Greek Shop. You must incorporate all changes we require. We must provide our written consent to your Grand Opening Plan prior to implementation. During the 45-day period beginning 30 days prior to opening and ending 15 days after opening, you must spend at least $5,000 on grand opening marketing and advertising in accordance with your approved Grand Opening Plan.

Ongoing Local Marketing

After opening, you must spend at least $500 per month on approved local marketing and promotion in your market. If you fail to spend this minimum amount, we may collect the deficiency from you and deposit such amount into the brand fund.

All of your local marketing and promotion must comply with our policies and requirements regarding format, content, media, geographic coverage and other criteria. You may not use or publish any marketing material or in any way use or display any of the Marks except in accordance with these policies and requirements.

You may create your own advertising and marketing materials, but we must approve them prior to publication or use. You may not use any advertising or marketing materials that we have not approved. You must submit to us all advertising and marketing materials that you prepare or modify and we will have 10 days to review and either approve or disapprove the materials. We will be deemed to have disapproved the materials if we fail to issue our written approval within the 10-day period.

Intranet

We do not currently operate an Intranet, but may establish one in future. The Intranet (if established by us) may be used by our franchisees to communicate with each other and with us. We could use the Intranet to provide you with electronic access to the Manuals, updates and other confidential information. Once implemented, we would have the right to discontinue the Intranet at any time. If implemented, we may require that you establish and maintain an electronic connection with the Intranet that allows us to send and receive messages from you. You may incur a fee for this service, which we estimate would be approximately $10 per month (this fee would become part of the technology fee). We will have sole discretion and control over all aspects of the Intranet, including content and functionality. You will have the privilege, but not the right, to use the Intranet, subject to your compliance with our policies.

Social Media

Under current policy, we permit you to market your Go Greek Shop through approved social media channels, subject to the following requirements:

- you may only conduct social media utilizing social media platforms we approve
- you must strictly comply with our social media policy (as revised from time to time)
- you must immediately remove any post we disapprove (even if it complies with our social media policy)
- we may require that you utilize a supplier we designate for social media marketing services
- you must provide us with full administrative rights to your social media accounts
- we will own all of your social media accounts

Internet and Websites

Under current policy, you may not: (a) develop, host, or otherwise maintain a website or other digital presence relating to your Go Greek Shop (including any website or computer or electronic medium that contains our Marks or any words or symbols confusing similar to our Marks); or (b) utilize the Internet to conduct digital or online advertising or otherwise engage in ecommerce.

We registered the Internet domain name http://www.gogreekyogurt.com and established a corporate website using this domain name. Our website may include a list of all Go Greek Shops and include the associated information we deem appropriate. We may, but need not, develop and host a separate local webpage that is linked to our corporate website and includes information about your Go Greek Shop.

Advertising Cooperatives (Franchise Agreement, Section 10.3)

We may, in the future, establish programs for cooperative marketing ("**Cooperative Advertising Programs**") to coordinate advertising, marketing efforts and programs, to serve as a conduit for the collection and expenditure of the contributed funds and to maximize the efficient use of local and/or regional marketing media. If we create a Cooperative Advertising Program for a defined coverage area (a "**Advertising Coverage Area**") in which your Go Greek Shop is located, you (and, if we or an affiliate own a Go Greek Shop in the Advertising Coverage Area, then we and/or our affiliate), must become a subscriber and member of the Cooperative Advertising Program and must participate in the Cooperative Advertising Program in the manner we prescribe. The size and content of an Advertising Coverage Area will be binding upon you and all other similarly situated Go Greek franchisees. Each participating Go Greek franchisee will be entitled to one vote for each Go Greek Shop located within the Advertising Coverage Area as we may determine.

You and all other members of the Cooperative Advertising Program will contribute an amount determined by us and 50% or more of the participating Go Greek Shops in the Cooperative Advertising Program (not to exceed 2% of Gross Sales). Any amount you contribute will be credited against the amount which you must spend on local marketing under your Franchise Agreement.

We will administer the Cooperative Advertising Program. We will determine the policies of the Cooperative Advertising Program and the use of the available funds for media time, production of media materials, radio, television, newspapers or local marketing materials (such as flyers or posters), or for any other type of advertising or marketing use. We reserve the right to establish general standards and policies concerning: (a) the operation of the Cooperative Advertising Program; (b) advertising agencies retained by the Cooperative Advertising Program; and (c) marketing conducted by the Cooperative Advertising Program. Any disputes (other than pricing) arising among or between you, other Go Greek franchisees, and/or the Cooperative Advertising Program will be resolved by us and our decision will be final and binding on all parties.

Advertising cooperatives are not required to operate from written governing documents or prepare annual or periodic financial statements. Any financial statements that are prepared will be made available to you upon request. We reserve the right to form, change, merge or terminate advertising cooperatives at any time.

Franchise Advisory Council (Franchise Agreement, Section 6.9)

We may establish a franchise advisory council (the "**Council**") to provide us with advice and suggestions regarding various matters that we identify. If the Council is formed, it will consist of franchisees selected by us ("**Franchisee Members**"). Franchisee Members must be in good standing and are selected from any national or international regions that we decide. The Franchisee Members are not required to be from different regions. The Council may also consist of our corporate employees and/or members of a public relations firm selected by us. If a Council is formed, the purpose of the Council will be to provide constructive, open and two-way communications between franchisees and us. As the Go Greek System grows and develops, the Council will provide a cooperative forum for its members to: (a) receive and discuss information; (b) provide input, advice and planning regarding various limited and specified matters; and (c) encourage each other and other franchisees to remain in good standing. We have the power to form, change or dissolve the Council in our discretion.

Opening Requirements (Franchise Agreement, Section 5.4)

We anticipate a typical franchisee will open their Go Greek Shop within 6 to 9 months after signing the Franchise Agreement. Factors that may affect this time include: identification of a suitable location; securing financing; obtaining required permits and government approvals; the extent to which an existing location must be upgraded or remodeled; construction delays (including due to inclement weather, material or labor shortages, labor actions, slow deliveries, equipment shortages or similar factors); delayed installation of equipment, fixtures and signs; completion of training; hiring and training of personnel; obtaining insurance; and complying with local laws and regulations.

You may not open your Go Greek Shop prior to receipt of our written authorization to open. We will not issue our authorization to open until all of the following conditions are met:

- the initial trainees successfully complete the initial training program
- you purchase all required insurance policies and provide us with evidence of coverage
- you obtain all required licenses, permits and other governmental approvals
- we inspect and approve the construction, build-out and layout of your Go Greek Shop

Unless we agree to the contrary, you must open your Go Greek Shop within 120 days after we accept your site (or within 120 days after you sign the Franchise Agreement if we have accepted your site prior to signing). If you fail to open by this deadline, we may terminate the Franchise Agreement effective immediately and with no opportunity to cure.

ITEM 12 TERRITORY

Location of Your Business

The Franchise Agreement grants you the right to operate one Go Greek Shop at a specific location that we accept (as described in Exhibit B to the Franchise Agreement). You may not relocate your Go Greek Shop to any other location during the term of the Franchise Agreement without our prior written consent. Our consent, which will not be unreasonably withheld, will be conditioned on the occurrence of one or more of the following circumstances:

- the population or demographics in your Protected Area (defined below) have changed substantially since the opening date of your Go Greek Shop
- your Go Greek Shop has suffered irreparable damage or destruction and cannot be repaired within 60 days
- any other condition leading you and us to believe that continued operation of your Go Greek Shop at the Franchised Location will not be profitable

You must submit to us in writing all materials and information we require to evaluate your request to relocate, including information concerning the proposed new location for your Go Greek Shop. You must also pay us a $2,500 Relocation Fee when you request our consent to a relocation.

Your Protected Area (Franchise Agreement)

You will receive a protected territory consisting of the geographic area within a 2-mile radius from your Go Greek Shop ("**Protected Area**"). Upon renewal, we reserve the right to modify the boundaries of your Protected Area in accordance with our then-current territory guidelines and criteria.

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.

Although we do not grant exclusive territories, we do grant you certain territorial protections. Specifically, during the term of your Franchise Agreement, provided you are not in default, we will not own, operate, sell or issue a franchise for any other Go Greek Shop to be located in your Protected Area, except as otherwise discussed below with respect to Non-Traditional Venues. We reserve all rights described below under the Section entitled "Limitations on Territorial Rights".

Your Development Area (ADA)

If you sign an ADA, we will grant you a protected Development Area. All Go Greek Shops you develop must be located within your Development Area. The Development Area may be one or more cities, counties, states, or some other defined area. There is no specific minimum or maximum size for a Development Area. In determining the size of your Development Area, we primarily consider the number of Go Greek Shops you commit to develop.

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

Although we do not grant exclusive Development Areas, we do grant you certain territorial protections. Specifically, during the term of your ADA, provided you are not in default (either under the ADA or any Franchise Agreement), we will not operate, or grant a license or franchise to any other person (other than you) to operate, a Go Greek Shop in your Development Area, except as otherwise discussed below with respect to Non-Traditional Venues. We reserve all rights described below under the Section entitled "Limitations on Territorial Rights".

You must sign a separate Franchise Agreement for each Go Greek Shop that you develop under the ADA. We will determine or approve the location of each Go Greek Shop and the Protected Area under the Franchise Agreement at the time each Franchise Agreement is signed. We will apply our then-current standards for approving sites and determining Protected Areas. At least 7 days before signing, we will send you a complete execution copy of the ADA that includes your Development Area, development fee, development schedule and total number of Go Greek Shops you must develop.

Limitations on Territorial Rights

We reserve the exclusive unrestricted right to:

- develop, own and operate, and grant franchises to third parties to develop, own and operate, Go Greek Shops outside the Protected Area and Development Area, regardless of their proximity to your Go Greek Shop
- develop, own and operate, and grant franchises to third parties to develop, own and operate, any other business, including a yogurt and frozen yogurt shop business, other than a "**Competitive Business**" (as defined below), under marks and systems different from the Marks and the Go Greek System within and outside the Protected Area and Development Area
- sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, Authorized Go Greek Products (whether under the Marks or under different trademarks) within and outside the Protected Area and Development Area, through "**Alternative Channels of Distribution**"
- market on the Internet and use the Marks on the Internet, including all use of web sites, domain names, URLs, directory addresses, email addresses, metatags, linking, advertising, co-branding and other arrangements, and in all other forms of electronic media
- develop, own or operate, and grant licenses or franchises to third parties to develop, own or operate, Go Greek Shops at "**Non-Traditional Venues**" (as defined below) within and outside of the Protected Area and Development Area regardless of their proximity to your Go Greek Shop
- acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Go Greek Shops and to franchise, license or create similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating, including without and outside of the Protected Area and Development Area
- be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction) by any business providing products and services similar to those provided at Go Greek Shops, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses within the Protected Area and Development Area
- engage in all other activities that the Franchise Agreement does not expressly prohibit

We are not required to pay you any compensation if we exercise any of the rights specified above inside your Protected Area, including selling Authorized Go Greek Products through Alternative Channels of Distribution.

For purposes of the above, the following defined terms have the meanings given to them below:

"**Alternative Channels of Distribution**" means any channel of distribution other than retail sales made to customers while present at a Go Greek Shop. Examples of Alternative Channels of Distribution include:

- sales through direct marketing, such as over the Internet or through catalogs or telemarketing
- sales through retail stores that do not operate under the Marks, such as grocery stores, gas stations or convenience stores
- sales made at wholesale
- sales through catering or other delivery services
- sales through kiosks or mobile trailers

"**Competitive Business**" means any yogurt and frozen yogurt shop business that prepares, offers and sells yogurt, ice cream or smoothies as primary menu items and any dessert shop business that looks like, copies, imitates, or operates with similar trade dress or décor to a Go Greek Shop.

"**Non-Traditional Venues**" means a broad variety of atypical sites, such as a site or location within a captive market site, another primary business or in conjunction with other businesses or at institutional settings such as office buildings, business complexes, arenas, stadiums and entertainment venues, recreational facilities, beaches, parks, airports, train and bus stations, travel plazas, toll road facilities and other transportation terminals, food service fulfillment centers, educational, medical, governmental and other types of institutional facilities, sites in retail locations (for example, a kiosk within a grocery store), cafeterias and casinos, and any site for which the lessor, owner or operator limits the operation of its beverages and/or food service facilities to a master concessionaire or contract food service provider.

Restrictions on Your Sales and Marketing Activities

You may not market or advertise outside of your Protected Area and Development Area unless we provide our prior written consent. We may withhold or condition our consent on any terms and conditions we deem reasonable. The Manual may describe certain types of permitted incidental marketing and advertising that may extend beyond the boundaries of your Protected Area and Development Area without being deemed a breach of the Franchise Agreement. Similarly, Go Greek Shops operated by our affiliates and other franchisees are prohibited from marketing or advertising within your Protected Area and Development Area without our approval or to the extent permitted by the Manual.

You must comply with any minimum advertised pricing policy that we establish from time to time.

Under current policy, we allow you to engage in social media marketing, subject to the restrictions outlined in Item 11 under "Local Advertising". With the exception of social media, you may not:

- market or sell using Alternative Channels of Distribution (such as the Internet, catalog sales, telemarketing or other direct marketing) either within or outside of your Protected Area or Development Area, if applicable
- conduct digital or online marketing or establish a website or other online presence
- engage in any form of ecommerce
- use our Marks at any location other than your Go Greek Shop

Except as disclosed above, there are no restrictions on your ability to solicit customers, whether from inside or outside of your Protected Area and Development Area, if applicable.

Minimum Performance Requirements

Your territorial protections under your Franchise Agreement do not depend on achieving a certain sales volume, market penetration, or other contingency.

If you sign an ADA and fail to satisfy your development schedule by opening and operating the minimum number of Go Greek Shops within the required period of time, we may terminate your ADA and you will lose the territorial protections associated with your Development Area.

<u>Additional Franchises and Territories</u>

You are not granted any options, rights of first refusal or similar rights to acquire additional territories or franchises, other than your right and obligation to develop multiple Go Greek Shops within your Development Area if you sign an ADA. However, you may apply for the right to operate additional Go Greek Shops under separate Franchise Agreements.

<u>Competitive Businesses Under Different Marks</u>

Currently, neither we nor any affiliate of ours intends to operate or franchise another business under a different trademark that sells products or services similar to the products or services offered by a Go Greek Shop. However, we reserve the right to do so in the future.

ITEM 13 TRADEMARKS

We grant you the right to operate a franchise under the name "Go Greek Yogurt" and the logo shown on the cover page of this Disclosure Document. By trademark, we mean trade names, trademarks, service marks, and logotypes used to identify your Go Greek Shop or the products or services that you sell. We may change the trademarks you may use from time to time (including by discontinuing use of the Marks listed in this Item 13). If this happens, you must change to the new trademark at your expense.

Our affiliate, GGY Intellectual Property, LLC ("**GGY IP**") owns the following trademarks that have been registered with the United States Patent and Trademark Office:

REGISTERED MARKS		
Mark	**Registration Number**	**Registration Date (Renewal Date)**
GO GREEK YOGURT	6107984 (Principal Register)	July 21, 2020
CLASSIC HANDCRAFTED GREEK YOGURT	6,087,496 (Supplemental Register)	June 23, 2020
	4,976,762 (Principal Register)	June 14, 2016
	4,621,950 (Principal Register)	October 14, 2014
	4,739,619 (Principal Register)	May 19, 2015
	6,864,411 (Principal Register)	October 4, 2022

GGY IP also applied to register the following trademark on the Principal Register at the United States Patent and Trademark Office:

UNREGISTERED MARK		
Mark	**Serial Number**	**Application Date**
GO GREEK	97031653 (Intent to Use Application)	September 16, 2021

We do not have a federal registration for the Mark immediately above in the table labeled "Unregistered Mark". Therefore, this Mark does not have many legal benefits and rights as a federally registered trademark. If our right to use this Mark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

All required affidavits have been filed and we intend to file all renewals by the required renewal date.

On April 21, 2022, we entered into a License Agreement (the "License Agreement") with GGY IP. Under the terms of the License Agreement, GGY IP granted us the right to use the Marks in the Go Greek System and sublicense the Marks to our franchisees. The term of the License Agreement automatically renews annually, unless it is terminated in accordance with its terms. GGY IP is permitted to terminate the License Agreement only if we declare bankruptcy or become insolvent, if we and GGY IP mutually agree to terminate the License Agreement or if we breach GGY IP's quality control standards and fail to cure the breach within a 60 day cure period. If the License Agreement is terminated, the agreement states that all sublicenses granted by us to our franchisees will continue in full force and effect until the expiration or termination of the applicable franchise agreement. Except as discussed above, no agreements limit our right to use or sublicense the use of the Marks.

You must follow our rules when using the Marks. You cannot use our name or mark as part of a corporate name or with modifying words, designs, or symbols. You may not use the Go Greek Yogurt name relating to the sale of any product or service that we have not authorized. You may not license or sublicense our Marks. You must file a fictitious business name statement (if permitted or required by state law) and do all other things necessary to prevent the use of the Go Greek trade name, trademarks, or service marks by you from diminishing or destroying the legal protection to which they are entitled.

You must notify us immediately when you learn about an infringing or challenging use of the Marks. We will take the action we think appropriate. We are not required to take any action if we do not feel it is warranted. We may require your assistance, but you may not control any proceeding or litigation relating to our Marks. You must not directly or indirectly contest our or GGY IP's right to the Marks.

We will defend and indemnify you for all damages for which you are held liable in any judicial or administrative proceeding arising out of your use of the Marks in strict compliance with the Franchise Agreement and Manuals. Our indemnification obligation will not cover reimbursement of any legal or other professional fees or costs that you pay to independent legal counsel or others in connection with the matter. Our indemnification obligation will only apply if you notify us of the claim or proceeding in a timely manner and you are in full compliance with the Franchise Agreement and Manuals.

Except as disclosed above, we are not required under the Franchise Agreement to: (a) protect your right to use the Marks or protect you against claims of infringement or unfair competition arising out of your use of the Marks; or (b) participate in your defense or indemnify you for expenses or damages you incur if you are a party to an administrative or judicial proceeding involving our marks or if the proceeding is resolved in a manner that is unfavorable to you.

There are currently no: (a) effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court; (b) pending infringements, oppositions or cancellations; and/or (c) pending material litigation involving any of the Marks. We do not know of any infringing uses that could materially affect your use of the Marks.

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or pending patent applications are material to the franchise.

Although we have not filed an application for copyright registration for the Manuals, our website or our marketing materials, we do claim a copyright to these items.

We will provide you with access to our confidential Manuals solely for purposes of developing and operating your Go Greek Shop. You may not disclose, publish, sell, show, or reproduce the Manuals. If we provide our Manuals to you in hard copy format (or we provide electronic access and you print them), then you must return the Manuals to us intact upon termination or expiration the franchise relationship.

We regard our recipes, our particular method of producing our menu items and food products and operating a yogurt or frozen yogurt shop, and all the information contained in the Manuals, as proprietary information owned by us. You may not contest our exclusive ownership of the copyrights, trade secrets, recipes, processes, methods, procedures, formulae, techniques and other proprietary information to which we claim exclusive rights. You are not given any rights in other trade secrets or proprietary or confidential information developed by us in the future. You must implement any reasonable procedures we may adopt to protect our trade secrets, including: (a) restrictions on disclosures to your employees; and (b) requiring that employees with access to our trade secrets sign employment agreements containing nondisclosure and noncompetition covenants.

You must promptly tell us when you learn about unauthorized use of our proprietary information. We are not obligated to act, but will respond to this information as we deem appropriate. You may not control any proceeding or litigation alleging the unauthorized use of our proprietary information. We have no obligation to indemnify you for any expenses or damages arising from any proceeding or litigation involving our proprietary information. There are no infringements known to us at this time.

We own all data pertaining to your customers and your Go Greek Shop, including all data you create or collect and all data uploaded to, or downloaded from, your computer system. We may review and use this data in any manner we deem appropriate without any compensation to you. You must send us (at no cost to us) copies and/or originals of the Go Greek data within 5 days of our request. We grant you a license to use the use Go Greek data during the term of the Franchise Agreement, at no cost to you, solely for your use in the operation of your Go Greek Shop. You must maintain the confidentiality of all Go Greek data and not share it with any person without our prior written consent.

All ideas, concepts, techniques or materials created by you while you are a Go Greek franchisee, whether or not protectable intellectual property, must be promptly disclosed to us and will become our exclusive property and a part of the Go Greek System as a work made for hire for us without compensation to you.

The goodwill associated with all phone and fax numbers, email addresses, domain names, social media and other Internet addresses used in operation of the Go Greek Shop is an asset that belongs to us. Upon cancellation, termination or expiration of the Franchise Agreement, you will be deemed to have assigned to us or our designee all right, title and interest in and to these and/or services associated with the same. You must sign the instruments we request to confirm the assignments and transfers to us.

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

You must designate an owner who will have overall responsibility for the management and operation of your Go Greek Shop (the "Principal Owner"). The Principal Owner must:

- be approved by us
- successfully complete all training programs we require
- dedicate full-time efforts to your Go Greek Shop
- at all times hold at least a 10% ownership interest in the franchise (or the entity that is the franchisee under the Franchise Agreement)

You must also designate a Shop Manager who will be responsible for the onsite management and supervision of your Go Greek Shop whenever the Principal Owner is not present. Your Shop Manager must:

- successfully complete all training programs we require
- sign a Confidentiality and Non-Disclosure Agreement in a form that must be approved by us

At all times during normal business hours, either the Principal Owner or the Shop Manager must be present at your Go Greek Shop to provide onsite management and supervision. We do not require that the manager own any equity interest in the franchise. The Principal Owner must monitor and supervise the activities of the Shop Manager to ensure your Go Greek Shop is operated in accordance with the Franchise Agreement and the Manuals.

You are responsible for providing all training programs for your other employees. We may require each of your owners, Shop Managers and other supervisorial and managerial personnel who will have access to any confidential information to sign a Confidentiality and Non-Disclosure Agreement.

If you are an entity, your Principal Owner, any other owner holding a 20% or greater ownership interest in you, and the spouse of the Principal Owner and any other owner holding a 20% or greater ownership interest in you, must sign a written guarantee in the form attached to the Franchise Agreement as Exhibit C. Each signatory to the guarantee personally, irrevocably and unconditionally guarantees, jointly and severally, with all other guarantors, the full payment and performance of your obligations to us and to our affiliates.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We must approve all goods and services you sell. You must offer all goods and services we require. You may not sell any goods or services we have disapproved. At any time, we may change the menu items and other goods and services you sell and you must comply with the change. We may require you to participate in a gift card or other customer loyalty program in accordance with our policies and procedures. You may not sell any gift cards or gift certificates other than those we require or authorize.

You may not operate any co-branding system without our prior written consent. From time to time, we may approve a co-branding chain for operation within Go Greek Shops, but we have no obligation to do so. "**Co-branding**" includes the operation of an independent business, product line or operating system owned or licensed by another franchisor that is featured or incorporated within the Franchised Location or is adjacent to the Franchised Location and is operated in a manner likely to cause the public to perceive that it is related to your Go Greek Shop.

We may, on occasion, require you to test market products and/or services at your Go Greek Shop. You must cooperate with us in conducting these test marketing programs and comply with all rules and regulations we establish. You may not permit any vending, gaming machines, payphones, automatic teller machines, Internet kiosks or other mechanical or electrical devices within your Go Greek Shop without our prior written consent.

ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise agreement (FA), Area Development Agreement (ADA) and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN AGREEMENT**	**SUMMARY**
a. Length of the franchise term	FA: Section 3.1	Term is equal to 10 years.
	ADA: Section 2	Term expires on opening of last franchise to be developed under development schedule.
b. Renewal or extension of the term	FA: Section 3.2	If you meet our conditions for renewal, you can enter into a successor franchise agreement for a 10-year renewal term. The parties may mutually agree to further renewals but neither party is obligated to do so (subject to state law).

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN AGREEMENT**	**SUMMARY**
	ADA: Section 4.4	No renewal rights.
c. Requirements for you to renew or extend	FA: Section 3.3 & 3.4	You must: have complied with your obligations during initial term; not have committed 3 or more material defaults during any 18-month period during initial term; give us timely notice; sign our then-current form of franchise agreement and related documents; sign a general release (subject to state law); pay renewal fee; at our request, remodel or upgrade your Go Greek Shop and its furniture, fixtures and equipment to comply with our then-current standards and specifications. If you renew, you may be required to sign a contract with materially different terms and conditions than the original contract.
	ADA: Section 4.4	You may not renew or extend the term of the ADA.
d. Termination by you	FA: Section 16.9	You can terminate if we fail to cure a material default within 60 days after notice from you. If default cannot reasonably be cured in 60 days, we will not be in default if we commence steps to cure within 60 days and diligently continue taking steps towards cure until fully cured.
	ADA: Section 8	You can terminate under any grounds permitted by law.
e. Termination by us without cause	FA: Not Applicable	Not applicable
	ADA: Not Applicable	Not applicable
f. Termination by us with cause	FA: Section 16.1, 16.2, 16.3 & 16.5	We can terminate if you default.
	ADA: Section 8	We can terminate if you default.
g. "Cause" defined - curable defaults	FA: Section 16.2 & 16.3	You have 3 days to cure sale of any unauthorized product. You have 10 days to cure any monetary default or violations of any applicable law. You have 30 days to cure any other default (other than defaults described below under "non-curable defaults").
	ADA: Section 8	You have 30 days to cure any default, other than defaults described below under "non-curable defaults."

THE FRANCHISE RELATIONSHIP		
Provision	**Sections in Agreement**	**Summary**
h. "Cause" defined - non-curable defaults	FA: Section 16.1 & 16.2	The following defaults cannot be cured: bankruptcy, foreclosure, and insolvency; abandonment; unapproved transfers; repeated defaults, even if cured; misrepresentations in acquiring your license; health or safety violations; trademark misuse; conviction of a felony; failure to find approved site, secure lease or open in timely manner; knowingly maintaining false books or records or submitting false reports or knowingly underreporting gross sales; misuse of Marks; unauthorized use of trade secrets or confidential information; failing to purchase appropriate inventory; purchasing from non-approved suppliers; default or breach of promissory note or indebtedness or agreement relating to Franchise Agreement; use of abusive language with your employees or customers; denigration of System or unflattering portrayal of us on the Internet or otherwise; failure to maintain only 1 bank account for all business related to your Go Greek Shop; and breach of your obligations under the Franchise Agreement or other agreement between you and us that is not capable of being cured by you. However, termination of an ADA for failure to meet your development obligations is not grounds for termination of any Franchise Agreement that is otherwise in good standing.
	ADA: Section 8	You cannot cure any default relating to the termination of a franchise agreement based on your default. Any termination of a franchise agreement is a default under the ADA allowing us to terminate without cure period.
i. Your obligations on termination/non-renewal	FA: Section 17	Obligations include: remove trade dress and alter premises to eliminate any resemblance to a Go Greek Shop; cease use of intellectual property; return Manuals and branded materials; assign telephone numbers, listings, email and media accounts and domain names; cancel fictitious names; and pay amounts due including liquidated damages if applicable (also see "r", below).
	ADA: Not Applicable	The ADA does not impose any specific obligations on you after it is terminated or expires.
j. Assignment of contract by us	FA: Section 14.1	No restriction on our right to assign.
	ADA: Section 7.1	No restriction on our right to assign.
k. "Transfer" by you – definition	FA: Section 14.2	Includes transfer of the agreement or change in ownership of the business entity which owns it.
	ADA: Section 1 (definition of "Transfer") & 7.2	Includes transfer of contract or assets, or ownership change.
l. Our approval of transfer by you	FA: Section 14.2	Transfers require our prior written consent, which will not be unreasonably withheld.
	ADA: Section 1 (definition of "Permitted Transfer"), 7.2 & 7.3	If certain conditions are met, you may transfer to a newly-formed entity owned by you, or in certain instances, to an existing owner, without our approval. We have the right to approve all other transfers but will not unreasonably withhold approval.

THE FRANCHISE RELATIONSHIP		
PROVISION	**SECTIONS IN AGREEMENT**	**SUMMARY**
m. Conditions for our approval of transfer	FA: Section 14.2 to 14.4	Proposed transferee must qualify, successfully complete initial training, sign then-current Franchise Agreement (except the term of the new Franchise Agreement will be the remaining term of the existing Franchise Agreement). You must be in good standing, sign a general release (subject to state law) and pay transfer fee. See also "r" below. If the Franchise Agreement was signed under an ADA you must concurrently assign all other existing Franchise Agreements to the same assignee unless we waive this requirement in our discretion.
	ADA: Section 7.2	Transferee must: meet our qualifications; successfully complete training (or commit to do so); and sign then-current form of area development agreement for remainder of term (or at our option, take assignment of existing ADA). You must: be in compliance with all Franchise Agreements and ADA; assign all Franchise Agreements to same purchaser unless we agree to contrary (or at our option, purchaser must sign then-current form of franchise agreement); comply with transfer provisions under Franchise Agreements; pay transfer fee; and sign a general release (subject to state law). We must notify you that we do not intend to exercise our right of first refusal.
n. Our right of first refusal to acquire your business	FA: Section 14.3	We can match any offer for your business.
	ADA: Section 7.5	We can match any bona fide, arms-length offer for your area development rights.
o. Our option to purchase your business	FA: Section 17.5	Upon expiration or termination of Franchise Agreement, we have option to purchase assets of your Go Greek Shop and all assets related to your Go Greek Shop.
	ADA: Not Applicable	We do not have a right to purchase your area development rights unless you attempt to transfer to a third-party purchaser.
p. Your death or disability	FA: Section 14.5	Your spouse, heirs or personal representative has 180 days to purchase your interest or complete an assignment of your interest to a qualified, approved third party, subject to the transfer provisions.
	ADA: Section 7.4	Within 180 days, franchise must be assigned by estate to an assignee in compliance with conditions for other transfers.
q. Non-competition covenants during the term of the franchise	FA: Section 15.1	You may not: divert any present or prospective Go Greek customer to a competitor; perform any other act injurious or prejudicial to the goodwill associated with the Marks and the Go Greek System; or own or have any interest in a competitive business.
	ADA: Not Applicable	The ADA does not impose any noncompetition covenants.
r. Non-competition covenants after the franchise is terminated or expires	FA: Section 15.2 & 15.3	For 2 years after expiration or termination of Franchise Agreement, you may not own or have any interest in a competitive business located at the Franchised Location or within 20 miles of any Go Greek Shop or the Franchised Location. If you breach this covenant, you must pay us, throughout the 2-year period, 6% of gross sales generated by the competitive business.
	ADA: Not Applicable	The ADA does not impose any noncompetition covenants.

THE FRANCHISE RELATIONSHIP		
PROVISION	SECTIONS IN AGREEMENT	SUMMARY
s. Modification of the agreement	FA: Section 6.5, 15.5 and 21.5	Requires writing signed by both parties (except for unilateral changes to Manuals or unilateral reduction of scope of restrictive covenants by us). Other modifications to comply with state laws.
	ADA: Section 11.6	Requires writing signed by both parties. Other modifications primarily to comply with various states laws.
t. Integration/merger clause	FA: Section 21.5	Only the terms of the Franchise Agreement and its attachments are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreements is intended to disclaim any of the representations we made in this Disclosure Document. 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 (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) 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.
	ADA: Section 11.6	Only the terms of the ADA and its attachments are binding (subject to state law). Any representations or promises made outside the Disclosure Document and ADA may not be enforceable. Nothing in the ADA or any related agreements is intended to disclaim any of the representations we made in this Disclosure Document. 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 (a) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (b) 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.
u. Dispute resolution by arbitration or mediation	FA: Section 19.1	Subject to state law, all disputes must be mediated before litigation, except for certain that may be brought in court.
	ADA: Section 19.1	Subject to state law, all disputes must be mediated before litigation.
v. Choice of forum	FA: Section 19.1 & 19.2	Subject to state law, all mediation and litigation must take place in Los Angeles County, California.
	ADA: Section 8.3	Subject to state law, all mediation and litigation must take place in Los Angeles County, California.
w. Choice of law	FA: Section 19.2	Subject to state law, California law governs.
	ADA: Section 11.1	Subject to state law, California law governs.

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

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

The following financial performance representation presents 2023 Gross Sales data for our 2 affiliate-owned Go Greek Shops located in California. There are no material differences between the Go Greek Shops whose data has been included and the franchised Go Greek Shop offered under this Disclosure Document.

As of December 31, 2023, there were a total 2 Go Greek Shops open and operating, both of which are owned by our affiliates. This financial performance representation presents Gross Sales data for the 2 affiliate-owned Go Greek Shops located in California that were open the entire 2023 calendar year. We have not included data for any franchised Go Greek Shops since there were no franchised Go Greek Shops in operation in the United States during the 2023 calendar year.

2023 Gross Sales – Affiliate Store Data			
Location	**Opening Date**	**Size**	**2023 Gross Sales**
Beverly Hills	October 2013	950 square feet	$2,578,726
Santa Monica	February 2017	1,300 square feet	$1,054,526

Notes:

1. For purposes of the table above, the term “Gross Sales” has the same meaning given to the term in Item 6 (Note 2).
2. In making the above financial performance representation, we have relied upon data obtained through the point-of-sale system utilized at the Go Greek Shops. Neither we nor any independent certified public accountant has independently audited or verified the information.
3. The financial performance representation does not include any expense information. As a franchisee, you will incur expenses, such as payroll, rent, marketing, inventory replenishment, utilities as well as the initial and ongoing fees imposed under the Franchise Agreement.
4. The revenue figures are based on the historical results from the outlets described above.

Some Go Greek Shop outlets have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

Written substantiation for this financial performance representation will be made available to you upon your reasonable written request.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting CEO, David Shneer, at 450 North Bedford Drive, Suite 312, Beverly Hills, California 90210 or by phone at (310) 278-8643, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table 1 - System-wide Outlet Summary for Years 2021 to 2023				
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Company-Owned	2021	3	3	0
	2022	3	2	-1
	2023	2	2	0
Total Outlets	2021	3	3	0
	2022	3	2	-1
	2023	2	2	0

Table 2 - Transfers of Outlets from Franchisees to New Owners (Other than The Franchisor) for Years 2021 to 2023		
State	**Year**	**Number of Transfers**
Total	2021	0
	2022	0
	2023	0

Table 3 - Status of Franchised Outlets For Years 2021 to 2023								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Terminations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations - Other Reasons**	**Outlets at End of Year**
Totals	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

Table 4 - Status of Company-Owned Outlets For Years 2021 to 2023							
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired From Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at End of Year**
California	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
Nevada	2021	1	0	0	0	0	1
	2022	1	0	0	1	0	0
	2023	0	0	0	0	0	0

TABLE 4 - STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2021 TO 2023							
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired From Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at End of Year**
Totals	2021	3	0	0	0	0	3
	2022	3	0	0	1	0	2
	2023	2	0	0	0	0	2

TABLE 5 - PROJECTED OPENINGS AS OF DECEMBER 31, 2023			
State	**Franchise Agreements Signed But Outlet Not Opened**	**Projected New Franchised Outlets in the Next Fiscal Year**	**Projected New Company-Owned Outlets in the Next Fiscal Year**
California	1	2	0
Florida	1	1	0
New York	0	1	0
Texas	0	1	0
Total	2	5	0

Notes:

1. The Go Greek Shops listed in Table 4 are owned or managed by our affiliates. The Go Greek Shop listed for Nevada (which closed in 2022) was located within the Venetian Hotel in Las Vegas. This Go Greek Shop was owned by the Venetian Casino Resort, LLC and managed by our affiliate, Go Greek Yogurt, Inc.

2. The outlets listed in the tables above only refer to outlets located in the United States. In addition to these outlets, there are 3 franchised Go Greek Shops located in Saudi Arabia as of December 31, 2023.

Our fiscal year ends on December 31st. A list of all current franchisees is attached to this Disclosure Document as EXHIBIT "F" (Part A), including their names and the addresses and telephone numbers of their outlets as of December 31, 2023. In addition, EXHIBIT "F" (Part B) lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

In the last 3 fiscal years, some franchisees have signed confidentiality agreements with us. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. 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.

There are no: (a) trademark-specific franchisee organizations associated with the franchise system being offered that we have created, sponsored or endorsed; or (b) independent franchisee organizations that have asked to be included in this Disclosure Document.

ITEM 21 FINANCIAL STATEMENTS

EXHIBIT "G" includes the audited financial statements of Go Greek Yogurt World-Wide Franchising, LLC for the fiscal years ending December 31, 2023 and December 31, 2022. Because we have not been in existence for 3 years, we cannot provide all of the financial statements required by the FTC franchise disclosure guidelines.

ITEM 22 CONTRACTS

Attached to this Disclosure Document (or the Franchise Agreement attached to this Disclosure Document) are copies of the following franchise and other contracts or agreements proposed for use or in use in this state:

Exhibits to Disclosure Document

EXHIBIT "C"	Franchise Agreement
EXHIBIT "D"	Area Development Agreement
EXHIBIT "H"-1	State Addenda
EXHIBIT "H"-2	Franchisee Disclosure Questionnaire **(Questionnaire may not be signed or used if the franchisee resides within, or the franchised business will be located within, a franchise registration state)**
EXHIBIT "H"-3	General Release

Exhibits to Franchise Agreement

EXHIBIT “C”	Guarantee of Franchise Agreement
EXHIBIT “D”	ACH Authorization Form
EXHIBIT “E”	Lease Addendum

ITEM 23 RECEIPT

EXHIBIT "J" to this Disclosure Document are detachable receipts. You are to sign both, keep one copy and return the other copy to us.

EXHIBIT "A"

TO DISCLOSURE DOCUMENT

<u>LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS</u>

CALIFORNIA
Commissioner of Financial Protection & Innovation
Department of Financial Protection & Innovation
320 West 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500
1-866-275-2677

HAWAII
Commissioner of Securities of the State of Hawaii
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722
Agents for Service of Process:
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS
Illinois Attorney General
Chief, Franchise Division
500 South Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA
Secretary of State
Securities Division
Room E-018
302 West Washington Street
Indianapolis, IN 46204
(317) 232-6681

MARYLAND
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202
(410) 576-6360
Agent for Service of Process:
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN
Franchise Section
Consumer Protection Division
525 W. Ottawa Street, G. Mennen Williams Building, 1st Floor
Lansing, MI 48913
(517) 335-7567

MINNESOTA
Commissioner of Commerce
Director of Registration
85 Seventh Place East, #280
St. Paul, Minnesota 55101-3165
(651) 539-1500

NEW YORK
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
Phone: (212) 416-8222
Agents for Service of Process:
Secretary of State
99 Washington Avenue
Albany, NY 12231

NORTH DAKOTA
North Dakota Securities Department
State Capitol, 5th Floor, Dept 414
600 East Boulevard Avenue
Bismarck, North Dakota 58505
(701) 328-4712

RHODE ISLAND
Department of Franchise Regulation
1511 Pontiac Avenue, John O. Pastore Complex, Bldg 69-1
Cranston, Rhode Island 02920
(401) 462-9527

SOUTH DAKOTA
Department of Labor and Regulation
Division of Insurance Securities Regulation
124 S Euclid, 2nd Floor
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA
State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051
Agents for Service of Process:
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

WASHINGTON
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760
Mailing Address:
Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, WA 98507

WISCONSIN
Department of Financial Institutions
Division of Securities
201 W Washington Avenue, Suite 500, Madison, WI 53703
(608) 261-9555

EXHIBIT "B"

TO DISCLOSURE DOCUMENT

<u>FRANCHISOR'S AGENT FOR SERVICE OF PROCESS</u>

CAPITOL SERVICES INC.
108 Lakeland Ave.
Dover, Delaware 19901
(800) 316-6660

In states listed in EXHIBIT "A", the additional agent for Service of Process is listed in EXHIBIT "A"

EXHIBIT "C"

TO DISCLOSURE DOCUMENT

<u>FRANCHISE AGREEMENT</u>

[See Attached]

GO GREEK YOGURT WORLD-WIDE FRANCHISING, LLC

FRANCHISE AGREEMENT

GO GREEK YOGURT WORLD-WIDE FRANCHISING, LLC
FRANCHISE AGREEMENT

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GO GREEK YOGURT WORLD-WIDE FRANCHISING, LLC
FRANCHISE AGREEMENT

This Franchise Agreement (the **"Agreement"**) is made and entered into as of_______________, 202___ (the "**Effective Date**"), by and between **GO GREEK YOGURT WORLD-WIDE FRANCHISING, LLC**, a Delaware limited liability company (**"Franchisor"**), on the one hand, and ___________________________________, a(n) _________________________________(**"Franchisee"**), on the other hand, who are individually referred to in this Agreement as a "**Party**," and collectively referred to in this Agreement as "**Parties**").

RECITALS

A. Franchisor and its Affiliate have developed the "**Go Greek System**" for the establishment and operation of Go Greek Yogurt shops ("**Go Greek Shops**") that offer authentic classic fresh and frozen yogurt, made and flown in from Greece and topped with delicious and healthy fruits, vegetables, grains and other indulgent ingredients and beverages under the trade names and service marks "**Go Greek Yogurt**" , "**Go Greek Fresh & Frozen Yogurt**" and other related trademarks, service marks, logos and commercial symbols, and the trade dress used to identify Go Greek Shops, including the unique and distinctive interior and exterior building designs, color schemes, furniture, fixtures and accessories present in Go Greek Shops (collectively, the "**Go Greek Marks**"). The Go Greek Marks used to identify the Go Greek System may be modified by Franchisor, from time to time. Franchisor continues to develop, use and control the use of the Go Greek Marks in order to identify for the public the source of services and products marketed under the Go Greek Marks and the Go Greek System, and to represent the Go Greek System's high standards of quality, appearance and service.

B. Franchisee desires to obtain a license and franchise to develop, own and operate one "**Go Greek Shop**," (the "**Franchised Shop**"), under the Go Greek Marks and in strict accordance with the Go Greek System, and the standards and specifications established by Franchisor, and Franchisor is willing to grant Franchisee such license and franchise under the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

The following capitalized terms in this Agreement are assigned these definitions:

"**Abandon**" means (i) Franchisee's failure, at any time during the Term, to keep the Franchised Restaurant open and operating for business for a period of five (5) consecutive days, except as provided in the Manuals, (ii) Franchisee's failure to keep the Franchised Shop open and operating for any period after which it is not unreasonable under the facts and circumstances for Franchisor to conclude that Franchisee does not intend to continue to operate the Franchised Shop, unless the failure to operate is due to Force Majeure (subject to Franchisee's continuing compliance with this Agreement), (iii) Franchisee's failure to actively and continuously maintain and answer the telephone listed by Franchisee for the Franchised Shop solely with the Go Greek name, (iv) the withdrawal of permission from the Landlord that results in Franchisee's inability to continue operation of the Franchised Shop at the Franchised Location, or (v) a closure of the Franchised Shop required by Applicable Law unless such closure is a temporary measure intended to limit the spread of an epidemic or pandemic of a contagious illness or disease.

"**Affiliate"** or "**Affiliates**" mean any person or Entity that controls, is controlled by, or is under common control with, a Party to this Agreement. Control of a person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such person or Entity whether by contract or otherwise.

"**Applicable Law**" means and includes applicable common law and all statutes, laws, rules, regulations, ordinances, policies and procedures established by any Governmental Authority with jurisdiction over the operation of the Franchised Shop that are in effect on or after the Effective Date, as they may be amended from time to time.

"**Approved Suppliers**" means suppliers of Go Greek Branded Products, Proprietary Products and Non-Proprietary Products, and ancillary services, food products, beverages, supplies, furniture, fixtures and equipment for Go Greek Shops that have been accepted and approved by Franchisor because they have demonstrated to Franchisor their ability to supply products and services for Go Greek Shops meeting Franchisor's specifications as to brand names, models, contents, manner of preparation, ingredients, quality, freshness, compliance with governmental standards and regulations, reliability with respect to delivery and consistency in the quality of their products or services. Franchisor and its Affiliates may be Approved Suppliers.

"**Authorized Go Greek Products**" means all Go Greek Branded Products, Proprietary Products and Non-Proprietary Products offered for sale or used at Go Greek Shops, as specified by Franchisor from time to time.

"**Brand Fund**" means the brand and system development fund that Franchisor may elect to establish to promote public awareness of the Go Greek Marks and all Go Greek Shops and improve the Go Greek System.

"**Brand Fund Fees**" means the weekly Brand Fund Fees that Franchisee shall pay Franchisor as a percentage of the Gross Sales of the Franchised Shop during the preceding week if and when Franchisor elects to establish a Brand Fund.

"**Co-Branding**" means the operation of an independent business, product line or operating system owned or licensed by another Entity (not Franchisor) that is featured or incorporated within the Franchised Shop or is adjacent to the Franchised Shop and operated in a manner likely to cause the public to perceive it is related to the Franchised Shop. An example would be an independent ice cream store or counter installed within the Franchised Shop.

"**Competitive Business**" means any yogurt, ice cream or smoothie shop or other type of business which prepares, offers and sells yogurt, ice cream or smoothies as its primary menu items and any business which looks like, copies, imitates, or operates with similar trade dress or décor to the Go Greek Shop.

"**Constituents**" means a Party's past, present and future Affiliates, parents, subsidiaries, divisions, partners, members, trustees, receivers, executors, representatives, administrators, owners, shareholders, distributors, parents, predecessors, officers, directors, agents, managers, principals, employees, insurers, successors, assigns, representatives and attorneys and the past, present and future officers, directors, agents, managers, principals, members, employees, insurers, successors, assigns, representatives and attorneys of each of the foregoing.

"**Crisis Management Event**" means any event that occurs at or about the Franchised Shop that has or may cause harm or injury to customers or employees, including, without limitation, food contamination, food spoilage/poisoning, food tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings or any other circumstance which may damage the Go Greek System, the Go Greek Marks, or the image or reputation of Franchisor and its Affiliates.

"**Default**" means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

"**Electronic Signature"** means any electronic symbol and/or process attached to or logically associated with a document and executed by a Party with the intent to sign such document, including facsimile, email, or other electronic signatures.

"**Entity**" means any limited liability company, partnership, trust, association, corporation or other entity, which is not an individual. If Franchisee is an Entity, the Entity shall conduct no other business than the operation of the Franchised Shop.

"**Equity**" means capital stock, membership interests, partnership rights or other equity ownership interests of an Entity.

"**Expiration Date**" means the tenth (10th) anniversary of the Effective Date.

"**Force Majeure**" means any event (i) that was reasonably unforeseeable as of the Effective Date, (ii) that is beyond the reasonable control, directly or indirectly, of a Party, (iii) that could not reasonably have been prevented or avoided by that Party with the exercise of reasonable efforts and due diligence, (iv) that does not result from the fault or negligence of that Party or its agents, employees or contractors, and (v) that causes performance by that Party to be delayed, in whole or in part, or causes that Party to be unable to fully perform its obligations under this Agreement. Subject to the satisfaction of the foregoing criteria, "**Force Majeure**" includes (a) acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe), (b) strikes, lockouts or other industrial disturbances, (c) war, terrorist acts, riot, or other civil disturbance, (d) unilateral governmental action impacting yogurt or smoothie shops generally, and (e) epidemics, transportation shortages, inadequate supply of labor, material or energy, or a party foregoing the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency. Neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with Franchisee by any lender, landlord, contractor, or other person, or Franchisee's financial inability to perform or Franchisee's insolvency, shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure.

"**Franchised Location**" means the site of the Franchised Shop at set forth on **Exhibit B**.

"**Franchised Shop**" includes a Full Go Greek Shop or a Frozen Yogurt Go Greek Shop.

"**Frozen Yogurt Go Greek Shop**" means a Franchised Shop that sells frozen yogurt, as well as all of Franchisor's other required products and services. A Frozen Yogurt Go Greek Shop does not sell fresh yogurt.

"**Full Go Greek Shop**" means a Franchised Shop that sells fresh and frozen yogurt, as well as all of Franchisor's other Authorized Go Greek Products.

"General Release" means the form of general release prescribed by Franchisor of any and all known and unknown obligations, liabilities, demands, costs, expenses, damages, claims, actions and causes of action, of whatever nature, character or description, against Franchisor and its Constituents. A General Release will cover future consequences of acts, omissions events and circumstances predating the date of the General Release, but will not release, in advance, future acts, omissions or events which have not occurred at the time the General Release is executed.

"**Go Greek Branded Products**" means any product now existing or developed in the future that bears any of the Go Greek Marks, including products that are prepared, sold and/or manufactured in strict accordance with Franchisor's recipes, methods, standards and specifications, including pre-packaged food and beverage products, clothing, souvenirs and novelty items.

"Go Greek Franchise Agreements" means Franchise Agreements between Franchisor and Go Greek Franchisees for Go Greek Shops outside of the Protected Area.

"**Go Greek Franchisees**" means the parties who enter into Go Greek Franchise Agreements with Franchisor to develop, own and operate Go Greek Shops outside of the Protected Area.

"**Go Greek System**" means Franchisor's operating methods and business practices related to Go Greek Shops, and the relationship between Franchisor and its franchisees, including interior and exterior Go Greek Shop design, other items of trade dress, specifications for equipment, fixtures and uniforms, defined product offerings, recipes and preparation methods, Franchisor specified pricing and promotions, restrictions on ownership, standard operating and administrative procedures, management and technical training programs, marketing and public relations programs, Franchisor's website, all as Franchisor may modify the same from time to time.

"**Good Standing**" means Franchisee is in substantial compliance with the material requirements of this Agreement, the Manuals and all other agreements then in effect between Franchisor, or its Affiliates, and Franchisee, and has substantially cured each curable Default for which Franchisor has issued a Notice of Default to Franchisee within the time periods set forth in Article 16.

"**Governmental Authority**" means all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

"**Gross Sales**" means the total of all gross revenues derived from sales of any nature or kind whatsoever from the Franchised Shop during the Term, as well as the proceeds from any business interruption insurance related to the non-operation of the Franchised Shop, and whether evidenced by cash, services, property, barter, or other means of exchange, including orders taken in or from the Franchised Shop although filled elsewhere. "**Gross Sales**" shall include the full value of meals Franchisee provides to its employees as incident to their employment (less the value of any discounts against Gross Sales given during the month in which the meals were provided) and all proceeds from the sale of coupons, gift certificates or vouchers. "**Gross Sales**" shall exclude the amount of bona fide refunds paid to customers and the amount of any sales or use taxes actually paid to any Governmental Authority and the retail price of any coupons, gift certificates and vouchers when they are redeemed. The Manuals may include policies governing the manner in which proceeds from the sale of gift cards are treated for purposes of calculating Gross Sales. Under current policy, gift card revenue is recognized for purposes of calculating Gross Sales upon the redemption of the gift card by the customer rather than upon the sale of the gift card by the Go Greek Shop. The Manuals may also provide details on the calculation of Gross Sales relating to qualifying purchases and redemptions by members under any customer loyalty program established by Franchisor.

"**Guarantor**" means the Principal Owner and any other Owner holding a 20% or greater direct or indirect ownership interest in Franchisee, and the spouse of each of the foregoing individuals, each of whom must jointly and severally guarantee Franchisee's performance of its obligations in this Agreement under a Guarantee in the form of **Exhibit C**.

"**Initial Franchise Fee**" means the initial fee that Franchisee must pay Franchisor for the right to operate the Franchised Shop under this Agreement in the sum of $40,000.

"**Initial Term**" means the ten (10) year period commencing on the Effective Date and ending on the Expiration Date.

"**Landlord**" means the owner of the Franchised Location who enters into a Lease with Franchisee for the Franchised Location.

"**Lease**" shall mean any agreement, however denominated, that allows Franchisee to occupy a Franchised Location owned by a Landlord, including any lease, sublease, concession agreement, license and similar arrangement between Franchisee and a Landlord.

"**Manuals**" means Franchisor's operations and training manuals and any other written directives related to the Go Greek System, as they may be amended, issued and revised from time to time.

"**NACHA**" means the National Automated Clearing House Association, an organization that establishes the standards and rules followed by financial institutions for transferring payments.

"**Non-Proprietary Products**" means the food products, condiments, beverages, raw materials, fixtures, furnishings, equipment, uniforms, supplies, paper goods, services, menus, packaging, forms, POS Systems, computer hardware, software, modems and peripheral equipment and other products, supplies, services and equipment, other than Go Greek Branded Products and Proprietary Products, that Franchisee may or must use, offer and sell at the Franchised Shop.

"**Non-Traditional Venue**" means a broad variety of atypical retail sites, including, without limitation, a site, venue or location within a captive market site, another primary business or in conjunction with other businesses or at institutional settings including office buildings and business complexes, arenas, stadiums and entertainment venues, health clubs and recreational facilities, airports, train and bus stations, toll road facilities and other transportation terminals and related facilities, food service fulfillment centers, educational, medical, governmental and other types of institutional facilities, shop-in retail locations or shop-in restaurant locations (<u>for example</u>, a kiosk within a grocery store, restaurant or movie theater), food courts operated by a master concessionaire and any site for which the lessor, owner or operator limits the operation of its food service facilities to a master concessionaire or contract food service provider.

"**Open,**" "**Open For Business,**" "**Opened**" and "**Opened For Business**" means that Franchisee actually has begun to offer Authorized Go Greek Products for sale to the public from the Franchised Shop.

"**Opening Date**" means the day that (i) Franchisee receives written authorization from Franchisor and all applicable Governmental Authorities to commence business operations at the Franchised Shop, and (ii) Franchisee actually begins to offer Authorized Go Greek Products for sale to the public from the Franchised Shop, whichever occurs last.

"**Owner**" means each of the individuals listed on <u>**Exhibit A**</u> and each future direct or indirect shareholder, member, general or limited partner, trustee or other Equity owner of Franchisee.

"**Payment Network**" means Visa, MasterCard and any credit or debit card network issuing credit or debit cards and/or their duly authorized entities, agents or affiliates.

"**Payment Processors**" means all credit card, debit card and/or ACH processors whose services Franchisor may require Franchisee to utilize, as well as payment gateway service providers.

"**Payment Rules**" means the operating rules and regulations of Payment Processors and any applicable Payment Network, as in effect from time to time.

"**Proprietary Products**" means only those food products, beverages, packaging and other products which are produced or manufactured strictly in accordance with Trade Secrets or that Franchisor otherwise designates as proprietary.

"**Post-Opening Additional Initial Training Fee**" means the $1,500 fee that Franchisee shall pay Franchisor for each trainee if Franchisee requests Franchisor to provide, and Franchisor agrees to provide, its Initial Training Program for new or replacement employees of Franchisee following the Opening Date of the Franchised Shop. Franchisor is not obligated to accept such requests.

"**Post-Opening Additional Training Program Daily Fee**" means the $500 daily fee that Franchisee shall pay Franchisor for each of Franchisor's representatives who provides Additional Training Programs for Franchisee.

"**Pre-Opening Additional Initial Training Fee**" means the $3,000 fee that Franchisee shall pay Franchisor for each additional trainee if Franchisee requests Franchisor to provide its Initial Training Program to more than five (5) persons selected by Franchisee prior to the Opening Date of the Franchised Shop.

"**Permits**" means and include all applicable franchises, licenses, permits, registrations, certificates and other operating authority required by Applicable Law.

"**Principal Owner**" means the individual designated by Franchisee on <u>**Exhibit A**</u>, and accepted by Franchisor, to serve as primary operator of the Franchised Shop, to serve as the authorized representative of Franchisee, who shall act as Franchisee's representative in all matters with Franchisor, as Franchisee's liaison with Franchisor and the Owners, and shall have the authority to act on behalf of Franchisee during the Term without the participation of any other Owner. The Principal Owner shall own a minimum of a ten percent (10%) ownership interest in Franchisee throughout the term of this Agreement.

"**Recommended Suppliers**" means suppliers of Non-Proprietary Products that Franchisee requests Franchisor to approve as Approved Suppliers.

"**Relocation Fee**" means the fee that Franchisee must pay Franchisor if Franchisee requests Franchisor to consent to a relocation of the Franchised Shop in the sum of $2,500.

"Renewal Right" means the right held by Franchisee to renew this Agreement for the Renewal Term upon the expiration of the Initial Term.

"**Renewal Term**" means one (1) ten (10) year period commencing on the Expiration Date and ending on the Renewal Term Expiration Date.

"**Renewal Term Expiration Date**" means the tenth anniversary of the commencement date of the Renewal Term.

"**Shop Manager**" means an individual who is responsible for overseeing the operation of the Franchised Shop in the absence of the Principal Owner.

"**Restricted Persons**" means Franchisee and its Affiliates, Owners, Guarantors, officers, directors and managers, and the spouses of Franchisee's Owners.

"**Term**" means both the Initial Term and the Renewal Term of this Agreement.

"**Then-Current**" means the form of agreement then-currently provided by Franchisor to similarly situated prospective Go Greek Franchisees, which may contain terms and conditions that are materially different from this Agreement, or if not then being so provided, then a form of agreement selected by Franchisor in its discretion which previously has been delivered to and executed by a Go Greek Franchisee of Franchisor, or, as the context of this Agreement indicates, the fees then-currently charged by Franchisor for services provided by Franchisor.

"**Trade Secrets**" means proprietary and Confidential Information, including, recipes, ingredients, specifications, procedures, policies, concepts, systems, know-how, plans, software, strategies and methods and techniques of operating the Franchised Shop and producing Authorized Go Greek Products, excluding information that is or becomes a part of the public domain through publication or communication by third parties not bound by any confidentiality obligation or that Franchisee can show was already lawfully in Franchisee's possession before receipt from Franchisor.

2. GRANT.

2.1. **Grant**. Franchisor hereby awards Franchisee, and Franchisee hereby accepts, the right, license and obligation, during the Initial Term, to use and display the Go Greek Marks and to use the Go Greek System to continuously operate one (1) Go Greek Franchised Shop of the type specified on **Exhibit B** at, and only at, the Franchised Location, upon the terms and subject to the provisions of this Agreement and all ancillary documents binding Franchisor and Franchisee. Franchisee shall utilize the Franchised Location only for the operation of the Franchised Shop. Franchisee shall not sublicense, sublease, subcontract or enter any management agreement providing for the right to operate the Franchised Shop or to use the Go Greek System granted pursuant to this Agreement.

2.2. **Protected Area**. During the Initial Term, and provided that Franchisee is in Good Standing, Franchisor shall not own, operate, sell, or issue a franchise for any other Go Greek Shop within a radius of two (2) miles from the front door of the Franchised Location (the "**Protected Area**") except as otherwise provided in Section 2.3. Notwithstanding the foregoing, if the Franchised Location is located at a Non-Traditional Venue, the Protected Area shall be limited to the Non-Traditional Venue. Franchisee shall have no territorial or protective rights with respect to the Franchised Shop except as expressly set forth in this Section 2.2.

2.3. **Rights Reserved by Franchisor**. Franchisee shall not receive an exclusive territory. Franchisor and its Affiliates expressly reserve all other rights with respect to Go Greek System, the Go Greek Marks and Go Greek Shops, including the exclusive right, in their discretion, directly or indirectly, without paying Franchisee any compensation or granting Franchisee any rights in the same to: (i) develop, own and operate, and to grant licenses and franchises to third parties to develop, own and operate, Go Greek Shops at any location outside of the Protected Area regardless of its proximity to the Franchised Shop; (ii) develop, own and operate, and to grant licenses and franchises to third parties to develop, own and operate, any other business, including a beverage and snack or food business, other than a Competitive Business, under marks and systems different from the Go Greek Marks and Go Greek System at any location within or outside of the Protected Area regardless of its proximity to the Franchised Shop; (iii) sell or distribute, at retail or wholesale, directly or indirectly, and license others to sell or distribute, Go Greek Branded Products and Proprietary Products from any location within or outside of the Protected Area regardless of proximity to the Franchised Shop, through the Internet, mail order catalogs, direct mail advertising and through other distribution methods; (iv) market on the Internet and use the Go Greek Marks on the Internet, including all use of websites, domain names, URLs, directory addresses, email addresses, metatags, linking, advertising, co-branding and other arrangements, and in all other forms of electronic media; (v) develop, own or operate and to grant licenses or franchises to third parties to develop, own or operate Go Greek Shops at Non-Traditional Venues within and outside of the Protected Area regardless of their proximity to the Franchised Shop; (vi) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Go Greek Shops and to franchise, license or create similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating; (vii) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by any business providing products and services similar to those provided at Go Greek Shops, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses; and (viii) engage in all other activities that this Agreement does not expressly prohibit.

3. **INITIAL AND RENEWAL TERMS**.

3.1. **Initial Term**. The Initial Term shall commence on the Effective Date and shall expire on the Expiration Date. If Franchisee does not elect to renew the Initial Term under Section 3.2, this Agreement shall expire on the Expiration Date.

3.2. **Renewal Right**. Upon the Expiration Date, Franchisee shall have the right (the "**Renewal Right**") to enter into Franchisor's Then-Current form of Go Greek franchise agreement (the "**Renewal Franchise Agreement**") for the Renewal Term. If Franchisee desires to exercise the Renewal Rights, Franchisee shall, no later than eighteen (18) months prior to the Expiration Date, notify Franchisor in writing (the "**Renewal Notice**") that Franchisee desires to extend the Initial Term for the duration of the Renewal Term. If Franchisee exercises the Renewal Rights, this Agreement shall terminate effective upon, and the Renewal Franchise Agreement shall become effective upon, the Expiration Date. This Agreement is not otherwise renewable.

3.3. **Conditions to Renewal**. The Initial Term may be renewed by Franchisee only if all of the following conditions precedent are satisfied prior to the Expiration Date: (i) Franchisee and its Affiliates (if applicable) shall have fully performed all of their respective obligations under this Agreement, any Area Development Agreement and all other agreements binding Franchisor and Franchisee (or its Affiliate) and shall be in Good Standing on the date of the Renewal Notice, on the date of Franchisor's execution of the Renewal Franchise Agreement and on the Expiration Date; (ii) Franchisee shall, prior to the commencement date of the Renewal Term, undertake and complete at its expense, the remodeling, renovation, modernization, or refurbishing of the Franchised Location and the Franchised Shop to comply with Franchisor's then-current specifications and standards for new Go Greek Shops; (iii) Franchisee shall not have committed three (3) or more material Defaults during any eighteen (18) month period during the Initial Term which were subject to notices of Default issued by Franchisor, whether or not the Defaults were cured; (iv) Franchisee continues to comply with the terms and conditions of this Agreement; (v) Franchisee shall have satisfied Franchisor's then-current qualifications and training requirements; (vi) Franchisee and its Owners shall have executed and delivered to Franchisor a General Release, (vii) Franchisee shall have paid Franchisor a renewal fee of the greater of $10,000 or fifty percent (50%) of Franchisor's Then-Current Initial Franchise Fee (the "**Renewal Fee**"); (viii) Franchisee has executed the Renewal Franchise Agreement and delivered it to Franchisor; and (ix) each Guarantor shall have executed and delivered to Franchisor a personal guarantee, in a form then satisfactory to Franchisor, jointly and severally guaranteeing Franchisee's performance of its obligations under the Renewal Franchise Agreement.

3.4. **Renewal Procedures**. Following the expiration of any waiting periods required by Applicable Law and no more than thirty (30) days after Franchisee receives franchise disclosure document, if applicable, and the execution copies of the Renewal Franchise Agreement, Franchisee shall: (a) execute the copies of the Renewal Franchise Agreement and return them to Franchisor; and (b) submit payment of the Renewal Fee to Franchisor. If Franchisee has exercised the Renewal Right in accordance with Section 3.2 and satisfied all of the conditions in Section 3.3 and this Section 3.4, Franchisor shall, on or shortly after the Expiration Date, execute the Renewal Franchise Agreement and deliver a fully executed copy to Franchisee. Franchisee shall be deemed to have declined to exercise the Renewal Right, and the Renewal Right shall automatically lapse and expire, if Franchisee fails to timely perform any of the acts, satisfy any of the conditions, or deliver any of the notices required under this Article 3.

3.5. **Notice Required by Law**. If Applicable Law requires Franchisor to give notice of non-renewal to Franchisee prior to the expiration of the Initial Term, this Agreement shall remain in effect on a week-to-week basis until Franchisor has given the notice required by Applicable Law. If Franchisor is not offering new franchises, is in the process of revising, amending or renewing its form of franchise agreement or franchise disclosure document, or is not lawfully able to offer Franchisee its Then-Current form of franchise agreement, at the time Franchisee delivers its Renewal Notice, Franchisor may, in its discretion, (i) offer to renew this Agreement upon the same terms set forth in this Agreement for a Renewal Term determined in accordance with Section 3.2, or (ii) offer to extend the Term on a week-to-week basis following the expiration of the Term for as long as it deems necessary or appropriate so that it may lawfully offer its Then-Current form of franchise agreement.

3.6. **Non-Renewal Notice**. If Franchisor elects not to renew or offer Franchisee the right to renew, Franchisor will send Franchisee a written notice of non-renewal at least 180 days prior to the expiration date, which shall set forth the basis for Franchisor's decision not to renew or offer Franchisee the right to renew. Franchisor's failure to send Franchisee a notice of non-renewal at least 180 days prior to the expiration date shall constitute Franchisor's offer to renew your franchise in accordance with, and subject to, the renewal terms and conditions set forth above. If Franchisee has any objections to Franchisor's notice of non-renewal, including any dispute as to the basis for Franchisor's decision not to renew, Franchisee must send Franchisor a written notice of objection that sets forth the basis for Franchisee's objections. Franchisee's notice of objection must be sent to Franchisor no later than 30 days after Franchisee receives Franchisor's notice of non-renewal. Franchisee's failure to send Franchisor a written notice of objection during such 30-day period shall constitute Franchisee's agreement to the non-renewal of your franchise.

3.7. **Month-to Month Agreement**. If Franchisee does not sign Franchisor's Then-Current Franchise Agreement prior to the Expiration Date and Franchisee continues to accept the benefits of this Agreement after it expires, then at Franchisor's option, this Agreement may be treated either as (i) expired as of the Expiration Date with Franchisee then operating without a license to do so and in violation of Franchisor's rights; or (ii) continued on a month-to-month basis ("**Month-to-Month Agreement**") until one Party provides the other with written notice of such Party's intent to terminate the Month-to-Month Agreement, in which case the Month-to-Month Agreement will terminate thirty (30) days after receipt of the notice to terminate the Month- to-Month Agreement, or such longer notice period as is required by Applicable Law. In the latter case, all of Franchisee's obligations shall remain in full force and effect during the Month-to-Month Agreement as if this Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon expiration of this Agreement shall be deemed to take effect upon termination of the Month-to-Month Agreement.

4. FEES.

4.1. Initial Franchise Fee. On the Effective Date, Franchisee shall pay Franchisor the Initial Franchise Fee in the manner provided in Section 4.5. The Initial Franchise Fee shall be non-refundable, in whole or in part, when paid.

4.2. Continuing Royalty Fees and Other Payments. Franchisee shall pay Franchisor, in accordance with Section 4.5, a weekly royalty fee equal to the greater of six percent (6%) of the Gross Sales of the Franchised Shop (the "**Continuing Royalty Fee**"). Continuing Royalty Fees shall be paid on Wednesday of each week based on Gross Sales of the Franchised Shop generated during the immediately preceding calendar week. Each payment shall be accompanied by a statement of Gross Sales for the preceding calendar week, certified as complete and accurate by the Principal Owner. Franchisee shall also promptly pay Franchisor and its Affiliates, as applicable, when due (i) all amounts advanced by Franchisor or which Franchisor has paid, or for which Franchisor has become obligated to pay on behalf of Franchisee for any reason whatsoever, and (ii) all amounts due to Franchisor or its Affiliates for purchases of Go Greek Branded Products and Proprietary Products by Franchisee.

4.3. Brand Fund Fees. If Franchisor elects to establish a Brand Fund, Franchisee shall pay to Franchisor a Brand Fund Fee equal to two percent (2%) of Gross Sales in the manner provided in Section 4.5 without deduction, abatement or offset. The Brand Fund Fee shall be paid on Wednesday of each week based on Gross Sales of the Franchised Shop generated during the immediately preceding calendar week. In addition, Franchisor may, from time to time, offer Franchisee the opportunity to purchase point of sale advertising material, posters, flyers, product displays, templates and other promotional materials for the Franchised Shop at Franchisor's direct costs for the same.

4.4. Interest and Charges for Late Payments. If Franchisee fails to pay any amount due to Franchisor under this Agreement by the date payment is due, or if any electronic payment is unpaid because of insufficient funds or otherwise, Franchisee shall additionally be obligated to pay, as a late charge, the sum of $200. Additionally, Franchisee shall pay interest on the amount outstanding at the rate of one and one-half percent (1.5%) per month (but not to exceed the maximum legal rate of interest) imposed from the date payment was due until the entire sum and late charge is paid in full. This Section 4.4 does not constitute an agreement by Franchisor to accept any payment after the date payment is due or a commitment by Franchisor to extend credit to, or otherwise finance, Franchisee, and Franchisee's failure to pay all amounts when due shall constitute grounds for termination of this Agreement notwithstanding this Section 4.4.

4.5. Manner of Payment.

(a) EFT Authorization. Franchisee shall pay the Initial Franchise Fee, Continuing Royalty Fees and Brand Fund Fees to Franchisor from Franchisee's bank account by electronic funds transfer ("**EFT**") or other automatic payment mechanism that Franchisor may designate. Franchisee must from time to time sign an ACH Authorization Form in a form Franchisor approves, the current form of which is attached as **Exhibit D**, to authorize and direct Franchisee's bank or financial institution to transfer electronically, on a weekly basis, directly to Franchisor's account and to charge to Franchisee's account all amounts due to Franchisor. Franchisee must maintain a balance in Franchisee's account sufficient to allow Franchisor to collect the amounts owed when due. Franchisee is responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this paragraph. Franchisee shall maintain only one (1) bank account, and no more, for all business related to the Franchised Shop. Franchisee shall deposit all Gross Sales into this bank account. Franchisor may debit this bank account for all payments to Franchisor via pre-authorized debit. Franchisee shall not alter or close this account except with Franchisor's prior written approval. Any failure by Franchisee to implement an EFT system, or to maintain only one (1) bank account for all business related to the Franchised Shop, in strict accordance with Franchisor's instructions shall constitute a material default of this Agreement.

(b) Payments in US Dollars. All payments by Franchisee shall be made in US Dollars free and clear of any tax, deduction, offset or withholding of any kind. Franchisee shall register for and collect and report sales tax in compliance with all Applicable Laws. All taxes and penalties thereon, presently or in the future levied in the Protected Area on the payments due to Franchisor under this Agreement shall be fully borne by Franchisee.

(c) Withholding Taxes. If Franchisee or any other person is required by Applicable Law to make any deduction or withholding on account of tax or other amount from the payments paid or payable to Franchisor under this Agreement, Franchisee shall pay any such tax or other amount before the date on which a penalty for nonpayment or late payment attaches. Payment of such tax, levy, duty or assessment is to be made (if the liability to pay is imposed on Franchisee) for Franchisee's own account or (if the liability to pay is imposed on Franchisor or Franchisor's Affiliate) on behalf of and in the name of Franchisor or Franchisor's Affiliate, as the case may be. The payments made by Franchisee that are the subject of the relevant deduction, withholding or payment (including any penalties) will be increased to the extent necessary to ensure that, after the making of the deduction, withholding or payment of such tax, levy, duty or assessment, Franchisor or Franchisor's Affiliate receives on the due date and retains (free from any liability in respect of the deduction, withholding or payment) a sum equal to the amount Franchisor or Franchisor's Affiliate, as the case may be, would have received and retained had no such deduction, withholding or payment been required or made. Franchisee shall immediately furnish to Franchisor or Franchisor's Affiliate, as the case may be, certified receipts of the payment of any deduction, withholding or payment made, on its account or Franchisor's account. Franchisee shall indemnify Franchisor and hold Franchisor harmless from any claims for any taxes described in this Section 4.5, including any claims occasioned by Franchisee's failure to withhold any taxes imposed by any Governmental Authority on amounts payable by Franchisee pursuant to this Section 4.5(c), and for any liability (including penalties, interest and expenses) arising from or concerning the payment of such taxes.

4.6. Application of Funds. If Franchisee shall be delinquent in the payment of any obligation to Franchisor hereunder, or under any other agreement with Franchisor, Franchisor shall have the absolute right to apply any payments received from Franchisee to any obligation owed, whether under this Agreement or otherwise, notwithstanding any contrary designation by Franchisee as to application.

4.7. Security Interest. To secure payment and performance of all debts, liabilities and obligations of any kind, whenever and however incurred, from Franchisee to Franchisor, Franchisee hereby grants Franchisor a security interest in and to all leasehold improvements, fixtures, furnishings and equipment, inventory, supplies and vehicles located at or used in connection with the Franchised Shop, now or hereafter acquired by Franchisee, together with (i) all accounts, payment intangibles, attachments, accessories, additions, substitutions and replacements, (ii) all cash and non- cash proceeds derived from insurance or the disposition of the assets and (iii) all rights granted, owned or licensed to Franchisee under this Agreement for the use of the Go Greek Marks, trade names, trade styles, patents, copyrights, Trade Secret information and other proprietary rights. Franchisee hereby authorizes Franchisor to, prepare and file all Uniform Commercial Code (and comparable) financing statements and other documents necessary or desirable to evidence, perfect and continue the priority of this security interest under the Uniform Commercial Code wherever applicable. If Franchisee is in Good Standing under this Agreement and all other agreements between Franchisor or its Affiliates, and Franchisee, Franchisor shall, upon request of Franchisee, execute a written subordination of its security interest to lenders providing equipment or other financing for the Franchised Shop. If Franchisee is in Default of any of the terms and conditions of this Agreement, Franchisor may, in its discretion, exercise its rights with respect to its security interest. In that event, Franchisee shall remain liable for any deficiency remaining due to Franchisor and shall be entitled to recover any surplus which results after the application of the proceeds derived from the enforcement of the security interest.

4.8. **Gross-Up Fees**. To ensure that Franchisor receives the full six percent (6%) of the Gross Sales of the Franchised Shop and the full Brand Fund Fee to which Franchisor may be entitled, as the amount thereof may vary from time to time, Franchisee shall pay Franchisor, upon demand, whether in arrears, in advance, in a lump sum or in the same manner as Continuing Royalty Fees and Brand Fund Fees are paid to Franchisor, the amount of all taxes paid by Franchisor to any Governmental Authority on revenue earned or collected by Franchisor based upon Franchisee's use of Franchisor's intellectual property or other intangibles or based upon the existence of this Agreement, within the Governmental Authority's domain during each of Franchisor's fiscal years throughout the entire Term.

5. FRANCHISED LOCATION, CONSTRUCTION AND OPENING FOR BUSINESS.

5.1. **Franchised Location**. The Franchised Shop shall be located at the Franchised Location. If the address of the Franchised Location has not been inserted in the blank space in **Exhibit B** on the Effective Date, Franchisee shall locate one or more proposed sites that meet Franchisor's then-current standards and specifications. Franchisee shall submit to Franchisor all demographic and other information regarding a proposed site and neighboring areas that Franchisor shall require. Franchisor shall accept or reject a proposed site for the Franchised Shop within ten (10) days after Franchisor receives all of the information that Franchisor requires to evaluate the site. Following Franchisor's approval of a site, Franchisee shall promptly negotiate a Lease for the site and shall submit a copy of the proposed Lease to Franchisor to allow Franchisor at least fifteen (15) days to confirm that the provisions set forth in Section 5.2 have been included in the proposed Lease and/or that the Landlord and Franchisee have executed an Option to Obtain Lease Assignment in the form specified by Franchisor. Franchisee shall not enter into any Lease for a site unless and until Franchisor has approved the site and the Lease in writing. Following Franchisee's execution of the Lease for the Franchised Location, Franchisor and Franchisee shall complete and execute Exhibit B to identify the Franchised Location. If Franchisee fails to identify the site for the Franchised Location and obtain a fully executed Lease for the site no later than ninety (90) days after the Effective Date, Franchisor may terminate this Agreement effective immediately without any opportunity to cure and without any obligation to refund any of the fees paid to Franchisor or Franchisor's Affiliates prior to such termination. Franchisor may voluntarily, and without obligation, assist Franchisee in selecting an acceptable site for the Franchised Location. Neither Franchisor's assistance, if any, its acceptance of a proposed site, nor its acceptance of a proposed Lease shall be construed as a guarantee or representation that the site will be successful or profitable. Franchisee acknowledges its sole responsibility for finding the Franchised Location. Franchisor's acceptance of the site proposed by Franchisee merely indicates the site meets Franchisor's minimum site selection criteria. Franchisor's acceptance of the proposed Lease merely indicates the Lease includes Franchisor's required lease terms, which are designed to protect Franchisor's interests.

5.2. **Lease for Franchised Location**. Franchisee shall not create any obligations on Franchisor's behalf or grant the Landlord any rights against Franchisor, or agree to any term, condition or covenant in the Lease which is inconsistent with any provision of this Agreement. Franchisee shall deliver a fully executed copy of the Lease to Franchisor promptly following its execution, in the form and on the terms previously accepted by Franchisor, without further request by Franchisor. Franchisee must sign, and cause the landlord to sign, the form of Lease Addendum attached to this Agreement as **Exhibit E**. If the landlord refuses to sign the Lease Addendum in substantially the form attached to this Agreement, Franchisor may either: (i) waive the Lease Addendum requirement (or the provisions disapproved by the landlord); or (ii) require that Franchisee find a new site for Franchisee's Go Greek Shop . If Franchisor elects to succeed to Franchisee's rights under the Lease, Franchisee shall assign to Franchisor all of its right, title and interest in and to the Lease and take all further action that Franchisor, in its sole and absolute discretion, may deem necessary or advisable to effect the assignment within ten (10) days after written demand by Franchisor to do so. Franchisee acknowledges that the landlord may require that the Owners sign a personal guarantee of the lease. The decision of whether to enter into a lease that requires a personal guarantee is Franchisee's decision and Franchisor shall have no liability should the Owners decide to sign a personal guarantee.

5.3. **Construction**. Franchisor shall make available, at no charge to Franchisee, standard architectural plans and specifications for a prototype Franchised Shop, including exterior and interior design and layout, fixtures, furnishings, and signs. Franchisee shall then cooperate with the designer as necessary to finalize architectural and engineering drawings and specifications of the Franchised Shop that are in accordance with Franchisor's standard architectural plans and specifications for a prototype Franchised Shop, and which conform to the characteristics of the Franchised Location. Franchisee shall submit the final drawings and specifications to Franchisor within forty-five (45) days after Franchisee obtains possession of the Franchised Location. Franchisor shall review and accept or reject the drawings and specifications within fifteen (15) days after receiving them from Franchisee. Franchisee shall, at its own expense, obtain all zoning classifications, Permits, and clearances for construction and shall, subject only to Force Majeure, complete construction of the Franchised Shop. Franchisee shall notify Franchisor of the anticipated construction completion date and, within a reasonable time after construction is completed Franchisor shall have the right, but not the obligation, to conduct a final inspection of the Franchised Shop.

5.4. **Open for Business**. The Franchised Shop shall Open For Business no later than one hundred twenty (120) days after the Effective Date if the Franchised Location is known on the Effective Date, or no later than one hundred twenty (120) days after the date Franchisor provides written approval of the Franchised Location if the Franchised Location is not known on the Effective Date, (i) unless Franchisor extends the date for the required Opening of the Franchised Shop in writing; or (ii) the date for the required Opening is otherwise set forth in an applicable development agreement with Franchisor. Franchisor shall not unreasonably withhold its consent to Franchisee's request for additional time to Open the Franchised Shop. To protect the Go Greek System, the Go Greek Marks, the Trade Secrets and the goodwill associated with the same, Franchisee shall not Open the Franchised Shop without the express written authorization of Franchisor, which authorization may be conditioned upon Franchisee's strict compliance with the specifications of the approved final plans and Go Greek System standards, completion of the Pre-Opening Initial Training Program by the Principal Owner and the Shop Manager and Franchisee's compliance with staffing and other requirements. Franchisee shall Open the Franchised Shop for business following receipt of a temporary or permanent certificate of occupancy and no more than ten (10) days after receipt of Franchisor's written authorization to Open. If the Franchised Shop is not Open For Business within the time periods prescribed herein, Franchisor may terminate this Agreement effective immediately and with no opportunity to cure and without any obligation to refund any of the fees paid to Franchisor or Franchisor's Affiliates prior to such termination.

5.5. **Relocation of Franchised Shop**. To protect the Go Greek System, the Go Greek Marks, the Trade Secrets and the goodwill associated with the same, Franchisee may not relocate the Franchised Shop without Franchisor's prior written consent. Franchisee shall pay Franchisor a Relocation Fee when Franchisee requests Franchisor's consent to a relocation of the Franchised Shop. Franchisee shall submit to Franchisor in writing the materials Franchisor requires to consider Franchisee's request, including information concerning the proposed new location. Franchisor's consent, which shall not be unreasonably withheld, is conditioned on one or more of the following circumstances: (i) the population or demographics in the Protected Area have changed substantially since the Opening Date of the Franchised Location in a manner that materially and adversely affects the profitability of the Franchised Shop; (ii) the Franchised Shop has suffered irreparable damage or destruction and cannot be repaired within sixty (60) days; or (iii) any other condition leading Franchisee and Franchisor to believe that continued operation of the Franchised Shop at the Franchised Location will not be profitable. If Franchisor consents to a relocation, Franchisee shall de-identify the former Franchised Location in the manner described in Section 17.1 and shall reimburse and indemnify and hold Franchisor harmless from any direct and indirect losses, costs and expenses, including attorneys' fees, arising out of Franchisee's failure to do so. If Franchisor consents to a relocation of the Franchised Shop during the Term, Franchisee shall have twelve (12) months from the date of Franchisor's approval of the new Franchised Location to secure the new Franchised Location and to Open and operate the Franchised Shop at the new Franchised Location. Once Franchisee has identified the new Franchised Location, Franchisor has approved it, and the Lease has been submitted to Franchisor to allow Franchisor at least fifteen (15) days to confirm that the provisions set forth in Section 5.2 have been included in the proposed Lease and/or that the Landlord and Franchisee have executed an Option to Obtain Lease Assignment in the form specified by Franchisor, Franchisor will prepare an addendum to **Exhibit B** to designate the Franchised Location and will provide the addendum to Franchisee. If Franchisee fails to secure the new Franchised Location within twelve (12) months of the date of Franchisor's approval of the new Franchised Location, Franchisor, in its discretion, may extend the time for Franchisee to do so; however, Franchisor shall then have the right to estimate and bill Franchisee for Continuing Royalty Fees for the time period following the expiration of the twelve (12) month period (a "**Relocation Assessment**") based upon the Continuing Royalty Fees received for the Franchised Shop during the identical periods of the last preceding calendar year plus an additional ten percent (10%) of such amount or, if the Franchised Shop was not in operation during the identical period of the last preceding year, a Relocation Assessment based upon the average Continuing Royalty Fees paid during the number of months the original Franchised Shop was in operation plus an additional ten percent (10%) of that amount.

6. OBLIGATIONS OF FRANCHISOR.

6.1. Pre-Opening Initial Training Program. Franchisor shall provide a pre-opening initial training program in the System and methods of operation (the "**Pre-Opening Initial Training Program**") at Franchisor's training facilities in Franchisor's corporate office or affiliate owned Go Greek Shop currently located in Beverly Hills, California, for up to five (5) supervisorial or managerial personnel of Franchisee selected by Franchisee who shall be the Principal Owner and the Shop Manager. Portions of the Pre-Opening Initial Training Program may be held at the Franchised Location. Franchisee shall pay Franchisor its Then- Current Pre-Opening Additional Initial Training Fee for each additional trainee. Franchisee shall attend and complete to Franchisor's satisfaction the Pre-Opening Initial Training Program. If the Franchised Shop is the first Franchised Shop to be operated by Franchisee, Franchisor shall provide training, instructors, a training manual, and other materials at no charge to Franchisee. The Pre-Opening Initial Training Program will consist of: (i) up to one (1) week of training at Franchisor's training facilities, which must be successfully completed a minimum of thirty (30) days before that Franchised Shop Opens for business and no later than six (6) months after execution of this Agreement; and (ii) between one (1) and two (2) weeks of onsite training conducted at the Franchised Location prior to and through the opening of the Franchised Shop (we determine the specific duration of onsite training in our discretion). Franchisor shall not be obligated to provide any initial training or the Pre-Opening Initial Training Program to Franchisee if Franchisee, Franchisee's Affiliates or Franchisee's Owners own a Franchised Shop as of the Effective Date, or if this Franchise Agreement is executed as a renewal Franchise Agreement. However, Franchisor may, upon Franchisee's request, and if Franchisor determines, in its sole determination, that it is necessary, provide Franchisee with one to two (1 - 2) weeks of initial training in such circumstances. Franchisee shall pay all travel, living, compensation, and other expenses, if any, incurred by Franchisee and/or Franchisee's supervisorial or managerial employees to attend the Pre-Opening Initial Training Programs. Franchisee may not open the Franchised Shop until the Pre-Opening Initial Training Program has been completed to the satisfaction of Franchisor and Franchisee's management team has been certified by Franchisor. Franchisor shall determine the contents and manner of conducting the Pre-Opening Initial Training Program in its discretion, however, the Pre-Opening Initial Training Program will be structured to provide practical training in the implementation and operation of a Go Greek Shop and may include such topics as on-site food preparation, portion control, preparation and cooking procedures, packaging procedures, Go Greek standards, marketing and customer service techniques, reports and equipment maintenance. Franchisee acknowledges that because of Franchisor's superior skill and knowledge with respect to the training and skill required to manage the Go Greek Shop, Franchisor, in its sole discretion, shall determine if Franchisee, the Owner or the Shop Manager has satisfactorily completed the Pre-Opening Initial Training Program.

6.2. **Post-Opening Additional Initial Training Programs**. Following the Opening Date of the Franchised Shop, Franchisor may, at Franchisee's request and at Franchisor's discretion, provide additional Initial Training Programs ("**Post-Opening Additional Initial Training Programs**") for new or replacement supervisorial or managerial personnel of Franchisee. Franchisee shall pay Franchisor its Then-Current Post-Opening Additional Initial Training Fee for each trainee that receives Post-Opening Initial Training Programs to defray Franchisor's direct costs to provide the Post-Opening Initial Training Programs. In addition, Franchisee shall pay all transportation costs, food, lodging and similar expenses incurred in connection with attendance at the Post-Opening Initial Training Programs.

6.3. **Post-Opening Additional Training Programs**. Franchisor may, from time to time during the Term, provide additional and remedial training programs for the Principal Owner and each Shop Manager and/or other supervisorial or managerial personnel of Franchisee ("**Additional Training Programs**"). Franchisor may designate attendance as optional or mandatory. Franchisee shall pay Franchisor its Then-Current Post-Opening Additional Training Program Daily Fee for each of Franchisor's representatives that provides Additional Training Programs to defray Franchisor's direct costs to provide the Additional Training Programs. In addition, Franchisee shall pay all transportation costs, food, lodging and similar costs incurred in connection with attendance at the Additional Training Programs.

6.4. **Post-Opening On-Site Opening Assistance**. Franchisor shall furnish, at no cost to Franchisee, an opening assistance team experienced in the Go Greek System (the "**Opening Assistance Team**") to assist Franchisee for between one (1) and two (2) weeks prior to and through the Opening Date of Franchisee's first Franchised Shop. The Opening Assistance Team may consist of one (1) person, or more than one (1) person, as determined by Franchisor in its sole discretion. The Opening Assistance Team shall serve only as consultants to Franchisee and shall not be responsible (personally or on behalf of Franchisor) for the operation of the Franchised Shop or the actions of Franchisee's employees during this time. If the Opening Assistance Team remains at the Franchised Shop for more than two (2) weeks in connection with the opening of Franchisee's first Franchised Shop, or Franchisee requests Franchisor to provide Franchisee with an Opening Assistance Team for Franchisee's second (2^{nd}) or subsequent Go Greek Shops, then: (i) Franchisee shall pay Franchisor its Then-Current daily fee to defray Franchisor's direct costs to provide the Opening Assistance Team; and (ii) Franchisee shall pay all transportation costs, food, lodging and similar costs incurred for the Opening Assistance Team.

6.5. **Manuals**. Franchisor will loan Franchisee one copy of its current Manuals during the Term of this Agreement, which may change from time to time. The Manuals are, and at all times shall remain Franchisor's sole property and shall promptly be returned to Franchisor upon expiration, termination or an Assignment of this Agreement. Franchisee shall treat all information contained in the Manuals as Confidential Information and shall use all reasonable efforts to keep the information confidential. Franchisee shall not, without Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce the Manuals, in whole or in part, or otherwise make them available to any person not required to have access to their contents in order to carry out their employment functions. The Manuals contain both mandatory and recommended specifications, standards, procedures, rules and other information pertinent to the Go Greek System and Franchisee's obligations under this Agreement. The Manuals, as modified by Franchisor from time to time, are an integral part of this Agreement and all provisions now or hereafter contained in the Manuals or otherwise communicated to Franchisee in writing are expressly incorporated into this Agreement by this reference and made a part of this Agreement. Franchisee shall comply with all mandatory requirements now or hereafter included in the Manuals, and acknowledges and agrees that a breach of any mandatory requirement shall constitute a breach of this Agreement and grounds for termination. Franchisor reserves the right to modify the Manuals from time to time to reflect changes that it may implement in the mandatory and recommended specifications, standards and operating procedures of the Go Greek System. Franchisee shall conform its operations to all revisions in mandatory specifications, standards, operating procedures and rules prescribed by Franchisor within the time periods required by Franchisor.

6.6. **Post Opening Consultation**. Franchisor may provide regular consultation and advice to Franchisee in response to Franchisee's inquiries about specific administrative and operating issues that Franchisee brings to Franchisor's attention including, without limitation, mandatory and recommended specifications, standards and operating procedures of the Go Greek System. Franchisor's consultation and advice may be provided by telephone, in writing, electronically, in person, or by other means, and shall be provided by Franchisor to Franchisee at Franchisee's expense. If Franchisee requests that Franchisor provide onsite consultation, guidance or assistance, Franchisor may charge an onsite consultation fee of up to $500 per day. In addition to the onsite consultation fee, Franchisee shall also pay all transportation costs, food, lodging and similar costs that may be incurred by Franchisor to provide these services. Franchisee acknowledges and agrees that the results of Franchisee's efforts to operate a Go Greek Shop rest solely with Franchisee. Franchisor may make recommendations that it deems appropriate to assist Franchisee's efforts. However, Franchisee alone shall establish all requirements, consistent with the policies of Franchisor, regarding (i) employment policies, hiring, firing, training, wage and hour requirements, record keeping, supervision, and discipline of employees; (ii) the individuals to whom Franchisee will offer and sell its products and services; and (iii) the suppliers from whom Franchisee obtains any products or services used in or at the Franchised Shop for which Franchisor has not established Approved Suppliers.

6.7. **Post-Opening Inspection**. To protect the Go Greek System, the Go Greek Marks, the Trade Secrets and the goodwill associated with the same, Franchisor's authorized representatives shall have the right, but not the obligation, from time to time, to enter the Franchised Shop during business hours, to examine the Franchised Shop, to confer with Franchisee's supervisorial or managerial personnel, inspect and check operations, food, beverages, furnishings, interior and exterior decor, supplies, fixtures and equipment, and determine whether the Franchised Shop is being operated in accordance with this Agreement, the Go Greek System and the Manuals. Franchisor shall use reasonable efforts to avoid materially disrupting the operation of the Franchised Shop during an inspection. If any inspection indicates any deficiency or unsatisfactory condition at the Franchised Shop, Franchisor will notify Franchisee in writing of the deficiencies and Franchisee shall promptly correct, remedy or repair the same. In addition, if any inspection indicates any deficiency or unsatisfactory condition which requires a re-inspection of the Franchised Shop within a period of thirty (30) days, Franchisee shall pay Franchisor, upon demand, the sum of $500 for each re-inspection of the Franchised Shop and shall, in addition, reimburse Franchisor for its out-of-pocket expenses for the re- inspection, including for transportation costs, food, lodging and similar costs. In addition, Franchisor may, in its sole discretion, contract with a third party to conduct sanitation and food safety audits of the Franchised Shop periodically throughout the Term, but no less than once per calendar year.

6.8. **Assignment**. Upon the occurrence of an Assignment, the Proposed Buyer must be trained by Franchisor as a condition to the granting of Franchisor's consent to the Assignment. All costs for this training shall be included in the administrative/transfer fee payable by Franchisee in accordance with Section 14.4. The Franchised Shop shall not be transferred, Opened, or re-Opened by the Proposed Buyer until Franchisor accepts the Proposed Buyer in writing as certified to operate the Franchised Shop and Franchisor has otherwise consented to the Assignment in accordance with this Agreement.

6.9. **Franchisee Advisory Council and Selection**. Franchisor may elect to form a franchise advisory council (the "**Council**") to provide advice and suggestions regarding specified matters to Franchisor. The Council shall consist of Go Greek franchisees selected by Franchisor ("**Franchisee Members**"). All Franchisee Members must be in Good Standing. Franchisor may select Franchisee Members from any national or international regions in which that Franchisee Member resides or does business. The Franchisee Members need not be from different regions. The Council may also consist of a designated number of Franchisor's corporate employees and/or members of a public relations firm selected by Franchisor. The purpose of the Council is to provide constructive, open and two-way communications between Go Greek franchisees and Franchisor. In particular, the Council will provide a cooperative forum for the Council members to: (a) receive and discuss information; (b) provide input, advice and planning regarding various limited and specified matters; and (c) encourage each other and other franchisees to remain in Good Standing. While Franchisor is not required to do so, except as specified in this Agreement, if Franchisor submits any matters for approval to the Council and approval is granted, the approval will be binding on Franchisee. Notwithstanding the forgoing, Franchisor shall have the right to make the final decision on all matters considered by the Council.

6.10. **Toll Free Telephone Number**. Franchisor has the right, but not the obligation, to establish and maintain a toll free telephone number for the purpose of accepting and confirming customer orders nationwide, customer service, and customer follow-up and satisfaction surveys. If Franchisor establishes a toll free number, Franchisee shall comply with Franchisor's procedures for implementing the nationwide service as Franchisor specifies in the Manuals or otherwise in writing.

7. OBLIGATIONS OF FRANCHISEE.

To protect the Go Greek System, the Go Greek Marks, the Trade Secrets and the goodwill associated with the same:

7.1. **Go Greek System**. Franchisee shall operate the Franchised Shop in compliance with the terms of this Agreement and the Manuals. Franchisee acknowledges and agrees that Franchisee alone shall exercise day-to-day control over all operations, activities and elements of the Franchised Shop, including over Franchisee's employees, and that under no circumstance shall Franchisor do so or be deemed to do so. Franchisee further acknowledges and agrees that the various requirements, restrictions, prohibitions, specifications and procedures of the Go Greek System with which Franchisee must comply under this Agreement, the Manuals or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Franchised Shop, which Franchisee alone controls, but merely establish the brand standards Franchisee must adhere to when Franchisee (and Franchisee alone) exercises control over the day-to-day operations of the Franchised Shop. Franchisee shall comply with Franchisor's standards and shall operate the Franchised Shop in conformity with the methods, standards, and specifications that Franchisor may from time to time prescribe in the Manuals or otherwise. Franchisee shall comply, at Franchisee's expense, with all modifications prescribed by Franchisor and shall implement changes to the Go Greek System within the time periods specified by Franchisor following Franchisee's receipt of notice from Franchisor to do so. Franchisee shall refrain from deviating from the methods, standards, and specifications without Franchisor's prior written consent and from otherwise operating in any manner which reflects adversely on the Go Greek Marks or the Go Greek System. Since every detail of the Go Greek System is essential in order to develop and maintain quality operating standards, to increase the demand for the products and services sold by Go Greek Shops under the Go Greek System and to protect the Go Greek Marks and reputation and goodwill, Franchisor shall have the right to disapprove, as it believes necessary, any modification of, or addition to, the Go Greek System suggested by Franchisee that is reasonably likely to have an adverse material effect on the Go Greek System, the Go Greek Marks or Franchisor's reputation or goodwill.

7.2. **Pre-Opening Initial Training Program**. Franchisee shall attend and complete to Franchisor's satisfaction the Pre-Opening Initial Training Program, and Franchisee's supervisorial or managerial personnel may also attend the Pre-Opening Initial Training Program. If Franchisee: (i) fails to complete the Pre-Opening Initial Training Program within six (6) months after the Effective Date; (ii) does not complete the Pre-Opening Initial Training Program to Franchisor's satisfaction; (iii) does not, during the Pre-Opening Initial Training Program, appear to possess the skills necessary to properly fulfill and discharge the demands and responsibilities required by the Go Greek System or this Agreement; or (iv) is not acceptable to become a franchisee of Franchisor for any reason whatsoever, in Franchisor's sole and absolute discretion, Franchisor may terminate this Agreement upon five (5) days' written notice to Franchisee and this Agreement shall thereafter be of no further force or effect. Franchisor shall have the right to retain the Initial Franchise Fee. Franchisor and Franchisee acknowledge and agree that the actual damages to be suffered by Franchisor in this circumstance are difficult, if not impossible, to determine, and that, under all the facts and circumstances, this calculation of Franchisor's potential damages and retention of the Initial Franchise Fee by Franchisor, are a reasonable, good-faith estimate of those damages.

7.3. **Post-Opening On-Site Opening Assistance**. Franchisee shall notify Franchisor at least thirty (30) days in advance of the scheduled date (the "**Turnover Date**") that (i) all construction and remodeling of the Franchised Location will be completed; (ii) Franchisee will have all permits necessary to Open the Franchised Shop; and (iii) Go Greek Shop is ready for turn-over by the general contractor to Franchisee, to allow Franchisor to schedule a date for Franchisor's on-site opening assistance for Franchisee's first Go Greek Shop. Franchisor will provide Franchisee with a turnover checklist approximately fourteen (14) days before the scheduled Turnover Date and will schedule a conference call with Franchisee approximately eight (8) days before the scheduled Turnover Date to confirm the Turnover Date so that Franchisor may book travel arrangements for its representatives who will provide the on-site opening assistance. Approximately three (3) days before the scheduled Turnover Date, Franchisor will schedule a final conference call with Franchisee to confirm the Turnover Date and the date on which Franchisor's representatives will arrive at Go Greek Shop. If, after the final conference call, the Turnover Date is delayed or accelerated by more than two (2) days from the date specified during the conference call, Franchisee shall reimburse Franchisor for any and all costs and expenses incurred by Franchisor to change the travel arrangements for its representatives who were scheduled to provide post-opening on-site opening assistance.

7.4. **Post-Opening Additional Initial Training Programs**. If, following the Opening Date of the Franchised Shop, Franchisee requests Franchisor to provide additional Initial Training Programs for new or replacement supervisorial or managerial personnel and Franchisor agrees to do so, Franchisee shall pay Franchisor its Then-Current Post-Opening Additional Initial Training Fee for each of Franchisor's representatives that provides the Post-Opening Additional Initial Training Programs to defray Franchisor's direct costs to provide the Post-Opening Additional Initial Training Programs. Franchisee shall pay all transportation costs, food, lodging and similar costs incurred by Franchisor and Franchisee in connection with attendance at Post-Opening Additional Initial Training Programs.

7.5. **Post-Opening Additional Training Programs**. Following the Opening Date of the Franchised Shop, Franchisee, the Principal Owner and each Shop Manager shall attend Additional Training Programs as required by Franchisor. Franchisee shall pay Franchisor its Then-Current Post-Opening Additional

Training Program Daily Fee for each of Franchisor's representatives who provides Additional Training Programs to defray Franchisor's direct costs to provide the Additional Training Programs. In addition, Franchisee shall pay all transportation costs, food, lodging and similar expenses incurred in connection with attendance at the Additional Training Programs.

7.6. **<u>POS System and Computer Hardware and Software</u>**. Franchisee must purchase a point-of-sale system and closed circuit camera system that meets Franchisor's specifications and requirements, including all future updates, supplements and modifications (the "**POS System**" and the "**Closed Circuit Camera System**" respectively). The POS System may include all hardware and software used in the operation of the Franchised Shop, including electronic point-of-sale cash registers and any software Franchisor may designate to record and analyze sales, labor, inventory, product usage, employee information and tax information. The POS System also will include any gift, credit or debit card processing system Franchisor designates. The computer software package developed for use in the Franchised Shop may include proprietary software. Franchisee may be required to license the proprietary software from Franchisor or a third party and Franchisee also may be required to pay a software licensing or user fee in connection with Franchisee's use of the proprietary software. All right, title and interest in the software will remain with the licensor of the software. Franchisee shall not use or download any software on any computer used in the operation of the Franchised Shop unless that software has been authorized by Franchisor in writing. In the event that Franchisee uses or downloads any unauthorized software, Franchisee shall be liable for all damages and problems caused by the unauthorized software in addition to the other remedies provided under this Agreement. Franchisee will comply with all applicable privacy laws, and acknowledges and agrees that Franchisor will have full, complete and unlimited access to the POS System and Closed Circuit Camera System for Franchisee's Franchised Shop, including all information and data entered, produced and recorded by the POS System and/or the Closed Circuit Camera System, which right of access shall include the right to enter Franchisee's Franchised Shop and make a copy of such information or data and the right to access Franchisee's POS System and Closed Circuit Camera System remotely, and Franchisor will have the right to share and make available such information and data to Franchisor's Affiliates and others in compliance with application privacy laws. Franchisee must, at all times, have at the Franchised Location internet access with a form of high speed connection as Franchisor requires and Franchisee must maintain an email account for the Franchised Shop.. Franchisor may require Franchisee to update, upgrade or replace the POS System, including hardware and/or software, from time to time, upon written notice, provided that Franchisee shall not be required to replace the POS System any more frequently than once every three (3) years. The POS System must include the required technology to permit Franchisee to accept online orders of Authorized Go Greek Products and services at the Franchised Shop and to accept and process Go Greek gift cards sold in other Go Greek Shops. In addition, Franchisee shall purchase, lease or license all computer hardware and software designated by Franchisor for the Franchised Shop at Franchisee's expense. During the Term, Franchisee shall maintain and update all computer hardware and software as required by Franchisor and must pay all monthly fees to its approved POS System provider, at Franchisee's own expense.

7.7. **<u>Product Line and Service</u>**. Franchisee shall advertise, sell and serve all and only Authorized Go Greek Products at or from the Franchised Shop. All Authorized Go Greek Products shall be sold and distributed under the names designated by Franchisor and shall be prepared and served strictly in accordance with Franchisor's methods, standards, and specifications. Franchisee shall not remove any Authorized Go Greek Product from Franchisee's menu without Franchisor's written consent. Franchisee shall not sell any Authorized Go Greek Products outside of the Franchised Shop or to any customer for the purpose of resale by the customer, and all sales by Franchisee shall be for retail consumption only. Franchisor may provide Franchisee with suggested retail pricing. Franchisee may deviate from Franchisor's suggested retail pricing in Franchisee's discretion; provided, however, that Franchisee must obtain Franchisor's approval of any deviation that is more than 10% higher or lower than Franchisor's suggested retail pricing, unless such pricing is part of a temporary advertising or promotional campaign that Franchisor designates or approves. To the extent permitted by Applicable Law, Franchisor may set maximum or minimum prices on the goods and services Franchisee sells.

7.8. **Oversight and Management**. The Principal Owner shall be responsible for oversight of the day-to-day operations of the Franchised Shop and shall devote his full time and best efforts solely to operation of the Franchised Shop operated by Franchisee and to no other business activities. Franchisee shall provide comprehensive initial training programs, additional training programs and remedial training programs for its Shop Managers and other employees and shall ensure that the Franchised Shop is at all times under the direct control of a Shop Manager or Shop Managers and other supervisorial or managerial employees fully trained by Franchisee and solely dedicated to operation of the Franchised Shop. Each Shop Manager of shall have a skill level, training and experience commensurate with the demands of the position and conform in all respects with Franchisor's high standards for quality products, courteous service, and cleanliness of operations. Franchisee, its Principal Owner, and each Shop Manager, shall successfully complete the ServSafe® Food Safety Certification Program, or show evidence of prior ServSafe certification. Franchisor may, in its sole discretion, replace the ServSafe® Food Safety Certification Program with another food safety certification program, if deemed appropriate. Franchisee shall be responsible for all fees and material costs associated with any certification program.

7.9. **Menus**. The Franchised Shop must be confined to the preparation and sale of only such menu items and other food and beverage products as Franchisor designates and approves in writing from time to time for sale by Franchised Shop. Franchisee must offer for sale from the Franchised Shop all items and only those items listed as such menu items and other approved food and beverage products. Franchisor has the right to make modifications to these items from time to time, and Franchisee agrees to comply with any modifications. Franchisee may not offer or sell any other product or service at the Franchised Location without Franchisor's prior written consent. Franchisee must use in the operation of the Franchised Shop and in the preparation of menu items and other food and beverage products only the proprietary and non-proprietary ingredients, recipes, formulas, techniques, processes and supplies Franchisor designates, and prepare and serve the menu items and products in such portions, sizes, appearance, taste and packaging, all as Franchisor specifies in the Manuals or otherwise in writing. Franchisee acknowledges and agrees that Franchisor may change these periodically and that Franchisee is obligated to conform to the requirements. All supplies, including smallwares, containers, cups, plates, wrappings, eating utensils, and napkins, and all other customer service materials of all descriptions and types must meet Franchisor's standards of uniformity and quality. Franchisee acknowledges that the Franchised Shop must at all times maintain an inventory of ingredients, food and beverage products and other products, materials and supplies that will permit operation of the Franchised Shop at maximum capacity. Franchisee must place a minimum initial order for products, toppings and supplies as set out in the Manuals or as Franchisor may designate in writing in connection with Franchisee's particular Franchised Shop opening. Franchisee shall, upon receipt of notice from Franchisor, add, delete or update any Authorized Go Greek Products to its menu according to the instructions contained in the notice. Franchisee shall have a minimum of thirty (30) days and not more than sixty (60) days after receipt of written notice in which to fully implement any menu change. Franchisee shall cease selling previously approved Authorized Go Greek Products within thirty (30) days after receipt of notice that the product is no longer approved.

7.10. **Compliance with Applicable Law**. Franchisee shall operate the Franchised Shop as a clean, orderly, legal and respectable place of business in accordance with Franchisor's business standards and merchandising policies and shall comply with all Applicable Laws. Franchisee shall not cause or allow any part of the Franchised Shop or the Franchised Location to be used for any immoral or illegal purpose. Franchisee shall in all dealings with its customers, suppliers, and public officials adhere to high standards of honesty, integrity, fair dealing and ethical conduct and refrain from engaging in any action which will cause Franchisor to be in violation of any Applicable Law. If Franchisee shall receive any notice, report, fine, test results or the like from any applicable department of health (or other similar Governmental Authority), Franchisee shall promptly send a copy of the same to Franchisor.

7.11. Hours. Subject to Applicable Law, the Franchised Shop shall be open and operational at least ten (10) hours per day, seven (7) days per week or as otherwise prescribed by Franchisor. Franchisee shall diligently and efficiently exercise its best efforts to achieve the maximum Gross Sales possible from its Franchised Location, and shall remain open for longer hours if additional opening hours are reasonably required to maximize operations and sales. Franchisee must operate the Shop continuously throughout the Term of this Agreement.

7.12. Signs. Franchisee shall maintain approved signs and/or awnings at, on, or near the front of the Franchised Shop, identifying the Franchised Location as a Go Greek Shop, which shall conform in all respects to Franchisor's specifications and requirements and the layout and design plan approved for the Franchised Location, subject only to restrictions imposed by Applicable Law.

7.13. Franchisee Employee Policies. Franchisee shall maintain a competent, conscientious, and trained staff and shall take all steps necessary to ensure that its employees preserve good customer relations, render competent, prompt, courteous, and knowledgeable service, and meet the minimum standards that Franchisor may establish from time to time in the Manuals or otherwise. All employees hired by or working for Franchisee shall be the employees of Franchisee, and Franchisee alone, and shall not, for any purpose, be deemed to be the employees of Franchisor or subject to Franchisor's direct or indirect control, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any Governmental Authority. Franchisee and Franchisor will each file their own tax, regulatory and payroll reports, and be responsible for all employee benefits and workers' compensation insurance payments with respect to their respective employees and operations. Franchisee acknowledges and agrees that Franchisor will not have the power to hire or fire Franchisee's employees. Franchisee expressly agrees, and will never contend otherwise, that Franchisor's authority under this Agreement to certify Franchisee's supervisorial or managerial personnel for qualification to perform certain functions at the Franchised Shop does not directly or indirectly vest in Franchisor the power to hire, fire or control any of Franchisee's personnel. Franchisee alone shall be solely responsible for all hiring and employment decisions and functions relating to the Franchised Shop, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees, regardless of whether Franchisee has received advice from Franchisor on these subjects or not. Franchisee acknowledges and agrees that any guidance Franchisee receives from Franchisor regarding employment policies should be considered as examples, that Franchisee alone is responsible for establishing and implementing its own employment policies, and that Franchisee understands that Franchisee should do so in consultation with local legal counsel experienced in employment law. Franchisee shall immediately defend, reimburse and hold Franchisor harmless from any direct or indirect losses, costs and expenses, including attorneys' fees, arising out of any claim made by or for the benefit of any employee of Franchisee against Franchisor regarding employment decisions and employee functions at the Franchised Shop, including, without limitation, those related to hiring, firing, training, wage and hour requirements, record keeping, supervision, and discipline of employees. Franchisee shall take all action necessary to ensure that Franchisee's employees understand and acknowledge that they are not employees of Franchisor, including, without limitation, requiring Franchisee's employees to sign a written acknowledgement that Franchisee is an independently owned and operated franchisee and their sole employer in a form specified by Franchisor in the Manuals or otherwise in writing from time to time. Franchisee shall cause all employees, while working in the Franchised Shop, to wear uniforms of the color, design and other specifications that Franchisor may designate from time to time and to present a neat and clean appearance. If Franchisor removes a type of uniform utilized by Franchisee from the list of approved uniforms, Franchisee shall have ninety (90) days from receipt of written notice of removal to discontinue use of its existing inventory of uniforms and obtain and use the approved type of uniform.

7.14. Vending or Other Machines. Except with Franchisor's written approval, Franchisee shall not cause or permit vending, gaming machines, pay telephones, automatic teller machines, Internet kiosks or any other mechanical or electrical device to be installed or maintained at the Franchised Shop.

7.15. Co-Branding. Franchisee may not engage in any co-branding in or in connection with the Franchised Shop except with Franchisor's prior written consent. Franchisor may approve any co-branding chain or arrangement in its discretion, and only if Franchisor has recognized that co-branding chain as an approved co- brand for operation within Go Greek Shops.

7.16. Customer Complaints and Cooperation. Franchisee shall respond promptly to each customer inquiry or complaint and resolve all reasonable complaints to the customer's satisfaction. Franchisee shall use and display in the Franchised Shop during all operating hours customer comment cards in the manner specified in the Manuals. Franchisee shall, from time to time, purchase from Franchisor or an Approved Supplier, and maintain in the Franchised Shop, a supply of postage prepaid customer comment cards reasonably adequate to meet Franchisee's needs. Franchisee shall at all times cooperate with Franchisor and other franchisees of Franchisor and shall actively participate in any and all sales, public relations, advertising, cooperative advertising and purchasing programs or promotional programs which may be developed and implemented by Franchisor which call for the cooperation of Franchisee and other franchisees of Franchisor and shall further cooperate in any additional programs which may be established and designated by Franchisor from time to time including participating in coupon programs, the system-wide use of gift certificates and gift cards and other similar programs for the benefit of the Go Greek System and shall comply with Franchisor's rules and regulations established from time to time in connection herewith. Franchisee shall cooperate with Franchisor in connection with the test marketing of products and services at the Franchised Shop and shall comply with Franchisor's rules and regulations established from time to time in connection herewith.

7.17. Adequate Reserves and Working Capital. Franchisee shall, at all times, maintain adequate reserves and working capital sufficient for Franchisee to fulfill all of Franchisee's obligations under this Agreement and to cover the risks and contingencies of the Franchised Shop for at least three (3) months.

7.18. Re-Imaging of Franchised Shop. Franchisee shall at its own expense, make the alterations, additions, or modifications to the Franchised Shop that Franchisor may reasonably require to accommodate changes made by Franchisor to the Go Greek System, including, without limitation, changes to menu items or market positioning. Franchisee shall have ninety (90) days from receipt of notice from Franchisor regarding re- imaging requirements in which to make the required alterations, additions, or modifications to the Franchised Shop.

7.19. Intranet. Franchisor does not currently operate or permit the operation of a Go Greek franchisee Intranet. In the event Franchisor does establish an Intranet, Franchisee shall have the mere privilege to use the Intranet, subject to Franchisee's strict compliance with the standards and specifications, protocols and restrictions that Franchisor may establish from time to time. Franchisee acknowledges that, as administrator of the Intranet, if implemented, Franchisor may access and view any communication posted on the Intranet. If Franchisor implements an Intranet, Franchisor may, at Franchisor's discretion, discontinue or terminate the Intranet at any time. Franchisee further acknowledges that the Intranet facility and all communications that are posted to it will become Franchisor's property, free of any claims of privacy or privilege that Franchisee or any other person may assert. Franchisee shall establish and continually maintain an electronic connection with the Intranet as specified in the Manuals that allows Franchisor to send messages to and receive messages from Franchisee and pay all applicable fees per user. If Franchisee shall Default under this Agreement or any other agreement with Franchisor, Franchisor may, in addition to, and without limiting any other rights and remedies available to Franchisor, disable or terminate Franchisee's access to the Intranet without Franchisor having any liability to Franchisee.

7.20. **Improvements**. If Franchisee develops any new concept, process or improvement in the Go Greek System (an "**Improvement**"), Franchisee shall promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any Improvement shall become the sole property of Franchisor and Franchisor shall be the sole owner of all related intellectual property rights. Franchisee hereby assigns to Franchisor any rights Franchisee may have or acquire in the Improvements, including the right to modify the Improvement, and Franchisee waives and/or releases all rights of restraint and moral rights therein and thereto. Franchisee shall assist Franchisor in obtaining and enforcing the intellectual property rights to any Improvement in any and all countries and further agrees to execute and provide Franchisor with all necessary documentation for obtaining and enforcing those rights. Franchisee hereby irrevocably designates and appoints Franchisor as Franchisee's agent and attorney-in-fact to execute and file any the documentation and to do all other lawful acts to further the prosecution and issuance of intellectual property rights related to any Improvement. If the foregoing provisions of this Section 7.20 are found to be invalid or otherwise unenforceable, Franchisee hereby grants Franchisor a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense to use of the Improvement to the extent the use or sublicense would, absent this Agreement, directly or indirectly infringe Franchisee's rights therein.

7.21. **Refurbishment of Franchised Shop**. At Franchisor's request, but not more often than once every five (5) years unless sooner required by the Lease, Franchisee shall refurbish the Franchised Shop, at its own expense, to conform to the building design, trade dress, color schemes, and presentation of the Go Greek Marks in a manner consistent with the then-current public image for new or remodeled Go Greek Shops, including, without limitation, replacement or renovation of equipment, remodeling, redecoration, and modifications to existing improvements and reasonable structural changes that Franchisor may reasonably require or that may be required by Applicable Law. Franchisee's costs for the required refurbishment shall not exceed $100,000 for the interior of the Franchised Shop or $50,000 for the exterior of the Franchised Shop.

7.22. **Notifications and Crisis Management Events**. Franchisee shall notify Franchisor in writing within (i) twenty-four (24) hours, and confirm in writing within two (2) days thereafter, of any investigation or violation, actual or alleged, of any health, liquor or narcotics laws or regulation related to the Franchised Shop, and (ii) five (5) days of the commencement of any investigation, action, suit, or proceeding or of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other Governmental Authority which may adversely affect the operation or financial condition of the Franchised Shop. Franchisee shall immediately inform Franchisor's President (or as otherwise instructed in the Manuals) by telephone of the occurrence of a Crisis Management Event. Franchisee shall cooperate fully with Franchisor with respect to Franchisor's response to a Crisis Management Event.

7.23. **Authorization to Release Information and Use Images**. Franchisee hereby authorizes (and agrees to execute any other documents deemed necessary to effect the authorization): (i) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with whom Franchisee does business to disclose to Franchisor any financial information in their possession relating to Franchisee or the Franchised Shop which Franchisor may request; (ii) Franchisor to disclose to prospective franchisees or other third parties data from Franchisee's reports if Franchisor determines, in Franchisor's sole discretion, that the disclosure is necessary or advisable; (iii) Franchisor to photograph and film Franchisee, its employees, the public and all areas of the Franchised Shop, without further authorization from, or compensation to, Franchisee and to use their images for marketing and promotion of the Franchised Shop, other Franchised Shops and franchises for Go Greek Shops; (iv) Franchisor to disclose to third parties, including but not limited to Franchisee's Landlord or bank, information about Franchisee relating to Franchisee's obligations or performance under this Agreement if Franchisor determines, in Franchisor's sole discretion, that the disclosure is necessary or advisable.

7.24. **Annual Franchisee Conference**. Franchisor may hold an Annual Franchisee Conference for all Go Greek franchisees each year. The Principal Owner and each Shop Manager shall attend the Annual Franchisee Conference. Franchisor may use the Brand Fund to cover the costs and expenses incurred by Franchisor to provide the Annual Franchisee Conference.

7.25. **Credit Cards**. Franchisee shall honor all credit, charge, courtesy and cash cards approved by Franchisor in writing. To the extent Franchisee shall store, process, transmit or otherwise access or possess cardholder data in connection with the sale of Authorized Go Greek Products, Franchisee shall maintain the security of cardholder data and adhere to the then-current Payment Card Industry Data Security Standards ("**PCI DSS**"), currently found at www.pcisecuritystandards.org, for the protection of cardholder data throughout the Term. Franchisee shall be and remain responsible for the security of cardholder data in the possession or control of any subcontractors Franchisee engages to process credit cards. All subcontractors must be identified to and approved by Franchisor in writing prior to sharing cardholder data with the subcontractor. Franchisee shall, if requested to do so by Franchisor, provide appropriate documentation to Franchisor to demonstrate compliance with applicable PCI DSS requirements by Franchisee and all identified subcontractors. Franchisee shall only utilize Payment Processors approved by Franchisor in writing.

7.26. **Gift Cards**. Franchisee must sell and redeem gift cards at the Franchised Shop. Gift card revenue is recognized, for the purposes of the Continuing Royalty Fees and Brand Fund Fees calculations, upon the redemption of the gift card by the customer rather than upon the sale of the gift card by the Franchised Shop. Franchisee must accept gift cards, as designated by Franchisor under any gift card program Franchisor may introduce and redeem them in accordance with the terms and conditions of such gift cards, as may be amended by Franchisor from time to time. Franchisor has implemented a gift card pooling program whereby funds from all sales of gift cards are collected by each Go Greek Franchisee and transferred electronically by pre-authorized debit to Franchisor or Franchisor's designated vendor on a monthly basis. On a monthly basis, Franchisor or Franchisor's designated vendor will review the Franchised Shop's sales and redemptions of gift cards for the preceding month and one net pre-authorized electronic debit or credit will be made each month to or from Franchisee's bank account based on the net amount of Franchisee's gift card sales calculated in accordance with the Manual. Franchisee must pay a monthly administrative fee of $75 to Franchisor and/or Franchisor's designated vendor, as set out in the Manual, in respect of the costs of administering the gift card program, including issuing and processing the gift cards and administering the gift card pooling program. If Franchisor issues gift cards and does not collect any funds from the recipient or user of the gift card in respect of such issuance (for example for charity raffles or giveaways, corporate promotions or other brand building initiatives), Franchisor will pay (either directly from Franchisor's own funds or, if eligible, from the Brand Fund) the dollar value amount of the gift cards Franchisor issues into the gift card pooling account. If the Franchised Shop redeems a gift card issued by Franchisor, such redemption will be treated in the same manner as other redemptions of gift cards at the Franchised Shop. The gift card pool funds are maintained in a segregated account. If a gift card Franchisee originally sold remains unredeemed after three (3) years from the date the gift card was sold, Franchisor or Franchisor's designated vendor will withdraw from the gift card pooling account and deposit into the normal operating account of Franchisor a credit in the amount of the gift card value at which it was originally sold. No interest will be payable to Franchisee for any unredeemed gift card amounts. If a customer subsequently redeems a gift card that was deposited into the normal operating account of Franchisor after it remained unredeemed for three (3) years, the gift card amount subsequently redeemed by the customer will be debited from the normal operating account of Franchisor and put back into the gift card pooling account. In the event of termination, expiration or non-renewal of this Agreement, Franchisee will forfeit any amounts Franchisee has paid to Franchisor or Franchisor's designated vendor in respect of gift cards that remain unredeemed at the time of such termination, expiration, or non-renewal; any such amounts will remain in the gift card pooling account and will not be returned to Franchisee. If a customer redeems a gift card after termination, expiration, or non-renewal of this Agreement, which Franchisee has received a credit for before such termination, expiration, or non-renewal, Franchisor will invoice Franchisee the gift card amount subsequently redeemed by the customer and Franchisee will be obligated to pay Franchisor this amount immediately upon receipt of Franchisor's invoice. Franchisee may not sell approved gift cards for an amount less than the value loaded or indicated on or in connection with the gift card. However, nothing prevents Franchisor from issuing approved gift cards where no funds are collected from the recipient or user of the gift card.

7.27. **Loyalty, CRM, Social Media and Online Ordering Programs**. Franchisee shall fully participate in all guest loyalty or frequent customer programs now or in the future adopted or approved by Franchisor. Franchisee shall not issue coupons or discounts of any type for use at the Shop except as approved by Franchisor in writing, which may be withheld in Franchisor's sole and absolute discretion. In addition, Franchisee shall purchase, enroll in or subscribe to, as applicable, all customer loyalty, CRM, social media analytics, and online and mobile ordering software or programs as specified by Franchisor in its Manual or otherwise in writing. Franchisor reserves the right to change the designated suppliers of these or similar services in Franchisor's sole discretion. Franchisee shall change, purchase or subscribe to the additional programs or software, as applicable, immediately upon notice from Franchisor to do so.

7.28. **Music and Music Selection**. Franchisee shall play only the music and music selections that have been approved by Franchisor as set forth in the Manuals or otherwise in writing. Franchisee shall install the equipment necessary to receive and play approved music.

7.29. **Data Security Safeguards**. Franchisee shall exert Franchisee's best efforts to protect its customers against a cyber-event, including, without limitation, a data breach or other identity theft or theft of personal information (collectively, a "**Cyber Event**"). If a Cyber Event occurs, regardless of whether the Cyber Event affects only the Franchised Shop, Franchisor reserves the right, but shall not have any obligation, to perform and/or control and/or cause its third-party consultants to perform and/or control all aspects of the response to the Cyber Event including, without limitation, the investigation, containment and resolution of the Cyber Event and all communications within the Go Greek franchise system and with vendors and suppliers, Governmental Authorities and the general public. Franchisor's control of the response to a Cyber Event may potentially affect or interrupt operations of the Franchised Shop, but shall not create any liability for Franchisor or additional rights for Franchisee, entitle Franchisee to damages or relieve Franchisee of Franchisee's indemnification obligations under Section 18.4. Franchisee shall reimburse Franchisor for all of Franchisor's out-of-pocket costs and expenses incurred in responding to and remedying any Cyber Event caused solely by Franchisee or the Franchised Shop. Franchisee shall at all times be compliant with (i) the NACHA ACH Security Framework; (ii) the Payment Rules; (iii) Applicable Law regarding data privacy, data security and security breaches; and (iv) Franchisor's security policies and guidelines, all as may be adopted and/or amended from time to time (collectively, "**Data Security Safeguards**"). Franchisee shall obtain advice from Franchisee's own legal and security consultants to ensure that Franchisee operates the Franchised Shop at all times in full compliance with the Data Security Safeguards. Notwithstanding Franchisor's right to perform and/or control all aspects of a response to a Cyber Event, Franchisor shall make commercially reasonable efforts to coordinate its response with Franchisee and Franchisee's insurance carrier(s) and to cooperate with Franchisee's insurance carrier(s) regarding insurance coverage of the Cyber Event to the extent reasonably practicable under the circumstances.

7.30. **Payment of Debts**. Franchisee shall be solely responsible for selecting, retaining and paying Franchisee's employees; the payment of all invoices for the purchase of goods and services used in connection with operating the Franchised Shop and determining whether, and on what terms, to obtain any financing or credit which Franchisee deems advisable or necessary for the opening and operation of the Franchised Shop. Franchisee shall pay all obligations and liabilities to suppliers, lessors and creditors on a timely basis. Franchisee shall indemnify Franchisor if Franchisor is held responsible for any debts owed by Franchisee if Franchisor elects to pay any of Franchisee's obligations in order to preserve the relationship between suppliers and Go Greek Franchisees. Franchisee shall make prompt payment of all federal, state and local taxes, including individual and corporate taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, FICA taxes, and personal property and real estate taxes arising from Franchisee's operation of the Franchised Shop. Franchisee shall indemnify Franchisor if Franchisor is held responsible for any of these taxes.

7.31. **Fines.** Franchisee acknowledges the importance of every one of Franchisor's standards, specifications and operating procedures to the reputation and integrity of the Go Greek System and the goodwill associated with the Go Greek Marks. If Franchisor notifies Franchisee of a failure to comply with any required standards, specifications or operating procedures (including, without limitation, failure to provide required reports in a timely manner) and Franchisee fails to correct the non-compliance within the period of time specified by Franchisor, then, in addition to any other rights or remedies available to Franchisor under this Agreement, Franchisor may impose a fine of up to $500 per occurrence. Franchisor may also impose a $500 fine if: (i) Franchisor notifies Franchisee of an operational deficiency or breach of brand standards, including standards for quality, cleanliness, service, safety or health; and (ii) Franchisor re-inspects Franchisee's Go Greek Shop to confirm that Franchisee has fully cured the operational deficiency or breach of brand standards.

8. SUPPLIERS AND PRODUCTS.

To protect the Go Greek System, the Go Greek Marks, the Trade Secrets and the goodwill associated with the same:

8.1. **Approved Suppliers**. Franchisor will furnish to Franchisee from time to time lists of Approved Supplies or Approved Suppliers. Franchisee must only use approved products, services, inventory, equipment, fixtures, furnishings, signs, advertising materials, trade-marked items and novelties, and other items or services (collectively, "**Approved Supplies**") in connection with the design, construction and operation of the Franchised Shop as set forth in the Approved Supplies lists, as Franchisor may amend from time to time. Although Franchisor does not do so for every item, Franchisor has the right to choose and designate the Approved Supplier of Approved Supplies from whom Franchisee will purchase the Approved Supplies. Franchisee acknowledges and agrees that some or all Approved Supplies may only be available from one Approved Supplier source, and Franchisor or Franchisor's Affiliates, or their respective Affiliates, may be that source from whom Franchisee will have to purchase. For example, Franchisee must purchase all trade-marked retail items, and certain products, supplies, equipment and materials from Franchisor or Franchisor's designated supplier. Franchisee will pay the then-current price in effect for Approved Supplies purchased from Franchisor. Franchisee acknowledges and agrees that Franchisee is responsible for complying with Franchisor's Approved Suppliers' pricing and that Franchisor is not responsible for ensuring that the pricing is more advantageous than what Franchisee would receive elsewhere. Franchisee also acknowledges and agrees that the estimates for Approved Supplies that Franchisor provides to Franchisee do not include freights costs that a supplier may or may not charge Franchisee for supplies and inventory. Freight costs vary greatly depending on a number of different factors including volume and frequency of Franchisee's orders and the location of the Franchised Shop. All inventory, products, materials and other items and supplies used in the operation of the Franchised Shop that are not then included in the Approved Supplies or Approved Suppliers lists must conform to the specifications and standards Franchisor establishes from time to time. Franchisee does not have the right to use nor require Franchisor to consider alternative Approved Supplies or Alternative Suppliers, including without limitation, alternative approved manufacturers, suppliers and distributors or alternative approved inventory products, fixtures, furniture, equipment, signs, stationery, supplies and other items or services necessary to operate the Franchised Shop. ALTHOUGH APPROVED

OR DESIGNATED BY FRANCHISOR OR FRANCHISOR'S AFFILIATES, FRANCHISOR AND FRANCHISOR'S AFFILIATES MAKE NO REPRESENTATION OR WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO SERVICES, PRODUCTS, EQUIPMENT (INCLUDING, WITHOUT LIMITATION, ANY REQUIRED COMPUTER SYSTEMS), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER APPROVED ITEMS. IN ADDITION, FRANCHISOR AND FRANCHISOR'S AFFILIATES DISCLAIM ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES RENDERED OR PRODUCTS FURNISHED BY ANY SUPPLIER APPROVED OR DESIGNATED BY FRANCHISOR OR FRANCHISOR'S AFFILIATES. ANY APPROVAL OR CONSENT TO ANY SERVICES, GOODS, SUPPLIERS, OR ANY OTHER INDIVIDUAL, ENTITY OR ANY ITEM SHALL NOT CREATE ANY LIABILITY TO FRANCHISOR OR FRANCHISOR'S AFFILIATES. Franchisor may operate an Online Portal that Franchisee can use to buy Go Greek Branded Products, Proprietary Products, marketing materials, handbooks and menus directly from Approved Suppliers. If, at any time during the Term, Franchisor receives notice from an Approved Supplier that Franchisee is over sixty (60) days past due on any payment owed to the Approved Supplier, and Franchisee has not provided any notice to the Approved Supplier disputing the overdue amount prior to Franchisor's receipt of notice from the Approved Supplier concerning the past due amount, Franchisor shall have the right, but not the obligation, to make payment to the Approved Supplier on behalf of Franchisee and to thereafter charge Franchisee a $250 administrative fee and reimburse itself for the amount paid to the Approved Suppler in accordance with Section 16.4.

8.2. **Recommended Suppliers**. If Franchisee desires to purchase authorized Non-Proprietary Products from a Recommended Supplier rather than from Franchisor, its Affiliates or an Approved Supplier, Franchisee shall deliver written notice to Franchisor identifying the Recommended Supplier and shall provide Franchisor with reasonable financial, operational and other information regarding the Recommended Supplier necessary for Franchisor to assess the Recommended Supplier. Franchisee shall not purchase authorized Non- Proprietary Products without Franchisor's prior written consent. Franchisor shall notify Franchisee of Franchisor's decision in writing of Franchisor's approval or disapproval of a Recommended Supplier within sixty (60) days after Franchisor's receipt of the necessary information from Franchisee. As a condition of its approval, Franchisor may require a Recommended Supplier to agree in writing to (i) provide, from time to time, upon Franchisor's request, free samples of the Non-Proprietary Product the Recommended Supplier intends to supply to Franchisee, (ii) faithfully comply with Franchisor's specifications for the Non-Proprietary Products to be sold by the Recommended Supplier, (iii) sell any Non-Proprietary Products bearing the Go Greek Marks only to franchisees of Franchisor and only under a trademark license agreement with Franchisor, (iv) provide Franchisor, upon request, with duplicate purchase invoices issued to Franchisee for Franchisor's records and inspection purposes, and (v) otherwise comply with Franchisor's reasonable requests. Further, Franchisor may require Franchisee or the Recommended Supplier to reimburse Franchisor for all of Franchisor's actual costs in reviewing the application of the Recommended Supplier including travel and living costs, related to inspecting, re-inspecting and auditing the Recommended Suppliers' facilities, equipment, and food products. Franchisee shall pay Franchisor in advance, a deposit of up to $1,000, before Franchisor begins any inspection. Franchisor may revoke its approval of a previously approved Recommended Supplier if the Recommended Supplier does not continue to satisfy Franchisor's criteria.

8.3. **Purchases from Franchisor or its Affiliates**. All Go Greek Branded Products, Proprietary Products and Non-Proprietary Products purchased from Franchisor shall be purchased in accordance with the purchase order format issued from time to time by Franchisor and at the prices and on delivery terms and other terms offered to similarly situated Go Greek Franchisees. Franchisor, in its sole and absolute discretion, may establish the credit terms, if any, upon which it will accept Franchisee's orders, and may require Franchisee to pay for orders on a cash-in-advance or cash-on-delivery basis. On the expiration or termination of this Agreement, or in the event of any Default by Franchisee under this Agreement, Franchisor shall not be obliged to fill or ship any orders then pending or, in the case of termination or non-renewal, made any time thereafter by Franchisee and may, among other things, only deliver the quantities reasonably necessary to supply Franchisee's needs prior to the expiration or termination of this Agreement. Franchisor shall not be liable to Franchisee for any delay or delivery failure caused by Force Majeure.

8.4. **Rebates**. Franchisor or its Affiliates may receive rebates or allowances from certain Approved Suppliers on purchases of Go Greek Branded Products, Proprietary Products and Non-Proprietary Products made by Franchisee and other Go Greek franchisees. Rebates and allowances will generally be a percentage of the revenue derived by the Approved Supplier from sales to Go Greek Shops, will be included in Franchisor's general revenue, and may be used by Franchisor for a variety of purposes including ongoing programs, education, marketing, advertising, seminars and conferences, the handling of inquiries and complaints from franchisees' customers and for general and administrative expenses. Franchisor may use these rebate and allowance funds received for any purpose in its sole and absolute discretion.

9. GO GREEK MARKS.

Franchisor and its Affiliates continue to develop, use and control the use of the Go Greek Marks in order to identify for the public the source of services and products marketed under the Go Greek Marks and the Go Greek System, and to represent the Go Greek System's high standards of quality, appearance and service. To protect the Go Greek System, the Go Greek Marks, the Trade Secrets and the goodwill associated with the same:

9.1. **Ownership and Goodwill of Go Greek Marks**. Franchisee acknowledges that its right to use the Go Greek Marks is derived solely from this Agreement and is limited to use in operating as Franchisee pursuant to and in compliance with this Agreement. Any unauthorized use of the Go Greek Marks by Franchisee shall constitute a breach of this Agreement and an infringement of Franchisor's rights in and to the Go Greek Marks. Franchisee acknowledges and agrees that (i) Franchisor and its Affiliates own the Go Greek Marks and the Go Greek System, (ii) Franchisee owns no goodwill or rights in the Go Greek Marks or the Go Greek System except for the license granted by this Agreement, and (iii) Franchisee's use of the Go Greek Marks and any goodwill established by that use shall inure to the exclusive benefit of Franchisor. Franchisee agrees not to contest, or assist any other person to contest, the validity of Franchisor's rights and interest in the Go Greek Marks or the Go Greek System either during the Term or after this Agreement terminates or expires.

9.2. **Limitations on Use**. Franchisee shall not use any Go Greek Marks (i) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos licensed to Franchisee under this Agreement), (ii) in connection with unauthorized services or products, (iii) as part of any domain name or electronic address maintained on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system, or (iv) in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give all notices of trademark and service mark registration that Franchisor specifies and shall use and obtain all fictitious or assumed name registrations required by Franchisor or under Applicable Law. Franchisee further agrees that no service mark other than "Go Greek" or other Go Greek Marks specified by Franchisor shall be used in marketing, promoting, or operating the Franchised Shop.

9.3. **Modifications**. Franchisor reserves the right to (i) modify or discontinue licensing any of the Go Greek Marks, (ii) add new names, marks, designs, logos or commercial symbols to the Go Greek Marks and require that Franchisee use them, and (iii) require that Franchisee introduce or observe new practices as part of the Go Greek System in operating the Franchised Shop. Franchisee acknowledges and agrees that the term Go Greek Marks means the specific names, marks, designs, logos or commercial symbols licensed by Franchisor at any given point in time, subject to Franchisor's right to impose changes.

Franchisee shall comply, at Franchisee's sole expense, with Franchisor's directions regarding changes in the Go Greek Marks and Go Greek System within a reasonable time after written notice from Franchisor. Franchisor shall have no liability to Franchisee for any cost, expense, loss or damage that Franchisee incurs in complying with Franchisor's directions and conforming to required changes.

9.4. **Defense of Go Greek Marks and Go Greek System**. Franchisor shall have the sole right to handle disputes with Franchisees and third parties, or disputes between Franchisees and third parties, concerning Franchisor's or Franchisor's Affiliates' ownership of, rights in, or Franchisee's use of, the Go Greek Marks or the Go Greek System. Franchisee shall immediately notify Franchisor in writing if Franchisee receives notice, or is informed, of any (i) improper use of any of the Go Greek Marks or elements of the Go Greek System, including misuse by Franchisees, (ii) use by any third party of any mark, design, logo or commercial symbol which, in Franchisee's judgment, may be confusingly similar to any of the Go Greek Marks, (iii) use by any third party of any business practice which, in Franchisee's judgment, unfairly simulates the Go Greek System in a manner likely to confuse or deceive the public, or (iv) claim, challenge, suit or demand asserted against Franchisee based upon Franchisee's use of the Go Greek Marks or the Go Greek System. Franchisor shall have sole discretion to take all action as it deems appropriate, including, without limitation, to take no action, and the sole right to control any legal proceeding or negotiation arising out of any infringement, challenge or claim or otherwise relating to the Go Greek Marks or the Go Greek System. Franchisee shall not settle or compromise any claim, suit or demand asserted against it and agrees to be bound by Franchisor's decisions in handling disputes regarding the Go Greek Marks and the Go Greek System. Franchisee shall cooperate fully with Franchisor and execute all documents and perform all actions as may, in Franchisor's judgment, be necessary, appropriate or advisable in the defense of all claims, suits or demands and to protect and maintain Franchisor's rights in the Go Greek Marks and the Go Greek System. Unless it is established that a third party claim asserted against Franchisee is based directly upon Franchisee's misuse of the Go Greek Marks or the Go Greek System, Franchisor agrees to defend Franchisee against the third party claim and indemnify Franchisee for any losses resulting therefore, provided Franchisee has notified Franchisor as soon as practical after learning of the claim and fully cooperates in the defense of the action. Because Franchisor will defend the third party claim, Franchisee is not entitled to be reimbursed for legal or other professional fees or costs paid to independent legal counsel or others in connection with the matter.

10. MARKETING.

To protect the Go Greek System, the Go Greek Marks, the Trade Secrets and the goodwill associated with the same:

10.1. **Brand and System Development Fund**.

(a) Establishment and Purpose of Brand Fund. Franchisor shall establish and maintain a brand and system development fund (the "**Brand Fund**") for purposes of: (i) promoting public awareness of the Go Greek Marks and all Go Greek Shops; (ii) improving the Go Greek System; and (iii) conducting Annual Franchisee Conferences.

(b) Brand Fund Fees. Franchisee shall pay to Franchisor a Brand Fund Fee equal to two percent (2%) of weekly Gross Sales in accordance with Section 4.3. At Franchisor's option, Franchisor may, from time to time, permit Franchisee to spend half of Franchisee's weekly Brand Fund Fee (namely one percent (1%) of Gross Sales) on Local Store Marketing (as defined in Section 10.2) and promotional programs in Franchisee's own market. In such event, Franchisee must provide Franchisor with itemization and proof of Local Store Marketing and an accounting of the monies that Franchisee has spent for approved Local Store Marketing. For greater certainty, Franchisee is still required to meet Franchisee's Local Store Marketing obligations. Accordingly, any portion of the weekly Brand Fund Fee that Franchisor authorizes Franchisee to spend in its local market on Local Store Marketing shall be in addition to, and shall not be credited towards, Franchisee's obligation to spend a minimum of $500 per month on approved local marketing and promotion.

(c) Use of Brand Fund Fees. Franchisor may utilize the Brand Fund to pay for any of the following in Franchisor's sole discretion:

(i) developing, maintaining, administering, directing, preparing, or reviewing advertising and marketing materials, promotions and programs;

(ii) conducting and administering promotions, contests or giveaways;

(iii) improving public awareness of the Go Greek Marks;

(iv) public and consumer relations and publicity;

(v) brand development;

(vi) sponsorships;

(vii) charitable and non-profit donations and events;

(viii) research and development of technology, products and services;

(ix) website development and search engine optimization;

(x) development of an ecommerce platform;

(xi) development and implementation of quality control programs, including the use of mystery shoppers or customer satisfaction surveys;

(xii) conducting market research;

(xiii) changes and improvements to the Go Greek System;

(xiv) hosting the Annual Franchisee Conference, including costs we incur for items such as: renting the venue space; providing meals, beverages or other amenities to conference attendees; paying for guest speakers; purchasing prizes or awards given out at the conference; paying for preparation of materials distributed to attendees; etc.

(xv) the fees and expenses of any advertising agency Franchisor engages to assist in producing or conducting advertising or marketing efforts;

(xvi) collecting and accounting for contributions to the Brand Fund;

(xvii) preparing and distributing financial accountings of the Brand Fund;

(xviii) any other programs or activities Franchisor deems appropriate to promote or improve the Go Greek System; and

(xix) direct or indirect labor, administrative, overhead and other expenses incurred by Franchisor and/or its Affiliates in relation to any of these activities, including salary, benefits and other compensation of any of Franchisor's (and any of its Affiliate's) officers, directors, employees or independent contractors based upon time spent working on any Brand Fund matters described above.

(d) Administration of Brand Fund. Franchisor shall have sole discretion in determining the content, concepts, materials, media, endorsements, frequency, placement, location and all other matters pertaining to any of the foregoing marketing or advertising activities. Any surplus of monies in the Brand Fund may be invested and Franchisor may lend money to the

Brand Fund if there is a deficit. The Brand Fund is not a trust and Franchisor has no fiduciary obligations to Franchisee with respect to Franchisor's administration of the Brand Fund. In terms of marketing activities paid for by the Brand Fund, Franchisor does not ensure that these expenditures in or affecting any geographic area are proportionate or equivalent to the Brand Fund Fees paid by franchisees operating in that geographic area or that any franchisee benefits directly or in proportion to the amount of their Brand Fund Fees.

(e) Financial Accounting. A financial accounting of the operations of the Brand Fund, including deposits into and disbursements from the Brand Fund, will be prepared annually and made available to Franchisee upon request.

(f) Termination of Fund. Once established, Franchisor reserves the right to discontinue the Brand Fund at any time in Franchisor's sole discretion upon at least 30 days' prior notice.

10.2. Local Marketing and Promotion.

(a) Minimum Expenditure. Franchisee must use its best efforts to promote and advertise the Franchised Shop and participate in any local marketing and promotional programs Franchisor establishes from time to time. In addition to any Brand Fund Fees Franchisor may collect, Franchisee is required to spend at least $500 per month on approved local marketing and promotion in Franchisee's own market ("**Local Store Marketing**"), commencing immediately after completion of the grand opening period.

(b) Standards and Approval of Local Marketing. Franchisee shall conduct all local marketing and promotion in accordance with the policies and provisions with respect to format, content, media, geographic coverage and other criteria as are from time to time contained in the Manuals, or as otherwise directed by Franchisor, and shall not use or publish any marketing material or in any way use or display any of the Go Greek Marks except in accordance with said policies and provisions and with Franchisor's prior written approval. Franchisee shall submit samples of all marketing and promotional plans and materials to Franchisor for Franchisor's approval and may only commence use of the materials after they have been approved, in writing, by Franchisor. Franchisor shall have the right at any time after Franchisee commences use of any materials to prohibit further use, effective upon written notice to Franchisee.

(c) Marketing Reports. On or before the fifteenth (15^{th}) day of each month during the Term, Franchisee shall provide Franchisor with copies of all invoices, statements, canceled checks or other forms of payment which have been issued by Franchisee during the preceding month which evidence the expenditure and payment by Franchisee of the amounts required by this Section 10.2 for local marketing and promotion of the Franchised Shop. If Franchisee fails to make the expenditures required by this Section 10.2, Franchisor has the right to collect the deficiency from Franchisee and to contribute the deficiency to the Brand Fund.

(d) Social Media. Franchisee may advertise and market its Go Greek Shop using social media, provided that:

(i) Franchisee only utilizes social media platforms Franchisor approves;

(ii) Franchisee strictly complies with Franchisor's social media policy (as revised from time to time);

(iii) Franchisee immediately removes any post Franchisor disapproves (even if it complies with Franchisor's social media policy);

(iv) Franchisee uses any supplier Franchisor designates for social media marketing;

(v) Franchisee Franchisor Franchisee's

(vi) Franchisor

(e) Extraterritorial Marketing. Franchisee shall not market or advertise outside of the Protected Area unless Franchisor provides its prior written consent. Franchisor may withhold or condition its consent on any terms and conditions Franchisor deems reasonable. The Manuals may describe certain types of permitted incidental marketing and advertising that may extend beyond the boundaries of Franchisee's Protected Area without being deemed a breach of this Section.

10.3. Cooperative Advertising Programs.

(a) Establishment of Cooperative Programs. Franchisor may from time to time establish programs for co-operative advertising ("**Cooperative Programs**") to coordinate advertising, marketing efforts and programs, to serve as a conduit for the collection and expenditure of the contributed funds and to maximize the efficient use of local and/or regional advertising media. If and when Franchisor creates a Cooperative Program for the advertising coverage area (an "**Advertising Coverage Area**") in which the Franchised Shop is located, Franchisee (and, if Franchisor or an Affiliate of Franchisor owns a Franchised Shop in the Advertising Coverage Area, then Franchisor or such Affiliate of Franchisor), shall become a subscriber and member of the Cooperative Program and shall participate in the Cooperative Program in the manner prescribed by Franchisor. The size and content of an Advertising Coverage Area, when and if established by Franchisor, shall be binding upon Franchisee, and all other similarly situated Go Greek Franchisees and Franchisor or an Affiliate of Franchisor, if it operates Go Greek Shops in the Advertising Coverage Area. Each participating Go Greek Franchisee, as well as Franchisor (or its Affiliate), if applicable, shall be entitled to one vote for each Franchised Shop located within the Advertising Coverage Area as may reasonably be determined by Franchisor.

(b) Cooperative Program Contributions. Franchisee and all other members of the Advertising Coverage Area whose Franchise Agreements require their participation in the Cooperative Program, shall contribute to the Cooperative Program the amounts that are determined by fifty percent (50%) or more of the participating Go Greek Shops in the Cooperative Program (not to exceed two percent (2%) of the Gross Sales of each participating Franchised Shop located in the Advertising Coverage Area), subject to Franchisor's written approval. Franchisee's contribution to the Cooperative Program shall be credited towards the satisfaction of the $500 monthly Local Store Marketing requirement imposed by Section 10.2(a).

(c) Administration of Cooperative. Franchisor shall administer the Cooperative Program and shall determine the policies of the Cooperative Program and the usage of the available funds for media time, production of media materials, radio, television, newspapers or Franchised Shop level materials such as flyers, or posters, or for any other type of advertising or marketing use. Franchisor reserves the right to establish general standards concerning the operation of the Cooperative Program, advertising agencies retained by the Cooperative Program, and advertising conducted by the Cooperative Program. Any disputes (other than pricing) arising among or between Franchisee, other Go Greek Franchisees, and/or the Cooperative Program shall be resolved by Franchisor, whose decision shall be final and binding on all parties.

10.4. Grand Opening Marketing and Promotion. At least 60 days before the opening of Franchisee's Franchised Shop, Franchisee must submit a Grand Opening Promotional Plan ("**Grand Opening Plan**") to Franchisor which outlines Franchisee's proposal for grand opening marketing and promotion of Franchisee's Franchised Shop. Franchisee must obtain Franchisor's written consent to the Grand Opening Plan before Franchisee implements it. Franchisee must modify the Grand Opening Plan as Franchisor requests, and, thereafter, Franchisee may not make any substantial changes to the

Grand Opening Plan without Franchisor's advance written consent. During the period of time commencing 30 days prior to the scheduled Opening Date and expiring 15 days after the Opening Date, Franchisee must spend no less than $5,000 to conduct grand opening marketing and promotion for Franchisee's Franchised Shop. Only approved advertising and marketing expenses will count towards satisfaction of the minimum $5,000 required expenditure. Within 60 days after Franchisee's Opening Date, Franchisee must provide Franchisor with copies of all invoices, statements, canceled checks or other forms of payment that Franchisee has issued which evidence Franchisee's expenditure and payment for the Grand Opening Plan. If Franchisee fails to provide Franchisor with such evidence of payment, or if Franchisee fails to spend the minimum amount required by this Section 10.4, Franchisee shall, upon demand, contribute to the Brand Fund an amount equal to the difference between $5,000 and the amount of money actually spent by Franchisee to implement the Grand Opening Plan. If Franchisee fails to do so, Franchisor may terminate this Agreement.

10.5. Promotional Campaigns. From time to time during the Term, Franchisor shall have the right to establish and conduct promotional campaigns on a national or regional basis, which may by way of illustration and not limitation, promote particular products or marketing themes. Franchisee shall participate in the promotional campaigns upon the terms and conditions that Franchisor may establish. Franchisee acknowledges and agrees that participation may require Franchisee to purchase point of sale advertising material, posters, flyers, product displays and other promotional materials.

10.6. Internet. Franchisee shall not develop, create, generate, own, license, lease or use in any manner any computer medium or electronic medium (including, without limitation, any Internet home page, e-mail address, web site, domain name, bulletin board, newsgroup or other Internet-related medium or activity) which in any way uses or displays, in whole or part, the Go Greek Marks, or any of them, or any words, symbols or terms confusingly similar thereto without Franchisor's prior written consent, and then only in the manner and in accordance with the procedures, policies, standards and specifications that Franchisor may establish from time to time. Franchisee shall not separately register any domain name or any portion of any domain name containing the Go Greek Marks or participate or market on any web site or other form of electronic media (including, without limitation, through the use of social technology, social media, social networking platforms or other forms of electronic media not yet developed) using the Go Greek Marks without Franchisor's prior written consent. Franchisee's general conduct on the Internet and in the use of other forms of electronic media is subject to the terms and conditions of this Agreement and all other rules, requirements or policies that Franchisor may identify from time to time. Franchisor may, at any time after Franchisee commences use of any approved electronic media, prohibit further use, effective upon receipt of written notice by Franchisee. Franchisee shall provide free WiFi service at the Franchised Shop for use by Franchisee's customers in compliance with Franchisor's requirements for bandwidth included in the Manuals or otherwise. Franchisor shall control the WiFi gateway and all emails collected will be Franchisor's property, with no restrictions on Franchisor's use or distribution of email addresses. In order to maintain a consistent image and message and to protect the Go Greek Marks and Go Greek System, Franchisee may not participate or market through the use of social technology, social media such as Facebook, Instagram, Pinterest and Twitter, social networking platforms or other forms of electronic media not yet developed, except in strict compliance with Section 9.2(d) and the Manuals.

10.7. Web Sites. Franchisor shall establish and maintain from time to time, one or more Internet web sites that shall be used to provide information about Go Greek Shops to the public. Franchisor has sole discretion and control over the establishment, design and content of the web site. Franchisor shall configure the site to accommodate one or more interior pages which Franchisor shall dedicate, in whole or in part, to Franchisee's Go Greek Shop, all at Franchisee's expense. Franchisor shall have the right, at its sole option, from time to time, to (i) change, revise, or eliminate the design, content and functionality of the web site, (ii) make operational changes to the web site, (iii) change or modify the URL and/or domain name of the web site, (iv) substitute, modify, or rearrange the web site, at Franchisor's sole option, including in any manner that Franchisor considers necessary or desirable to comply with Applicable Laws, or respond to changes in market conditions or technology and respond to any other circumstances, (v) limit or restrict end-user access (in whole or in part) to the web site, and (vi) disable or terminate the web site without any liability to Franchisee.

11. CONFIDENTIAL INFORMATION.

11.1. **Confidential Information**. Franchisee acknowledges and agrees that the Go Greek System is comprised of confidential information that has been developed by Franchisor and its Affiliates through the investment of time, skill, effort and money and is widely recognized by the public, is of substantial value, and is proprietary, confidential and constitutes Trade Secrets of Franchisor and its Affiliates, and includes, without limitation, tangible and intangible information (whether or not in electronic form) relating to Franchisor's business operations, products and services, recipes, sources of materials and equipment, client management and other software, data, other content, formulations, patterns, compilations, programs, devices and processes, business relationships, contact information for industry professionals, designs, developmental or experimental work and services, Improvements, discoveries, plans for research, potential new or supplemental products and services, websites, advertisements or ancillary products and services, marketing and selling methods and/or plans, business plans, budgets and unpublished financial statements, licenses, prices and costs, vendors, collaborators, current customer and prospective customer names and addresses, information regarding credit extensions to customers, customer service purchasing histories and prices charged to customers, customer lists and customer data, information regarding the skills and compensation of employees of Franchisor and contractors of Franchisor, designs, drawings, specifications, source code, object code, documentation, diagrams, flowcharts, research, development, marketing techniques and materials, trademarks, Trade Secrets, sales/license techniques, inventions, copyrightable material, trademarkable material, databases, relationships between Franchisor and other companies, persons or entities, knowledge or know-how concerning the methods of operation of the Franchised Shop which may be communicated to Franchisee, or of which Franchisee may be apprised, by virtue of Franchisee's operation of the Franchised Shop under the terms of this Agreement, and any other information or material considered proprietary by Franchisor whether or not designated as confidential information by Franchisor, that is not generally known by the public, or which derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor or its Affiliates and which is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain its secrecy, and any other information in oral, written, graphic or electronic form which, given the circumstances surrounding its disclosure, would be considered confidential (collectively, the "**Confidential Information**"). Confidential Information does not include any information that: (i) was in the lawful and unrestricted possession of Franchisee prior to its disclosure by Franchisor; (ii) is or becomes generally available to the public by acts other than those of Franchisee after receiving it; (iii) has been received lawfully and in good faith by Franchisee from a third party who did not derive it from Franchisor or Franchisee; or (iv) is shown by acceptable evidence to have been independently developed by Franchisee.

11.2. **Value**. Franchisee acknowledges and agrees the Confidential Information is not generally known by the public or parties other than Franchisor, its Affiliates, other Go Greek Franchisees and Franchisee; derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor or Franchisee; and is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain the secrecy of the Confidential Information, including, without limitation: (i) not revealing the Confidential Information to unauthorized parties; (ii) requiring that all Go Greek Franchisees acknowledge and agree in writing that the Confidential Information is confidential; (iii) requiring that all Go Greek Franchisees agree in writing to maintain the confidentiality of the Confidential Information; (iv) monitoring electronic access to the Confidential Information by the use of passwords and other restrictions so that electronic access to the Confidential Information is limited to authorized parties; and (v) requiring that all Go Greek Franchisees return all Confidential Information to Franchisor upon the expiration or termination of their Franchise

Agreements.

11.3. **Maintain Confidentiality**. To protect the Go Greek System, the Go Greek Marks, the Trade Secrets and the goodwill associated with the same, Franchisee shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of anyone else, any Confidential Information. Franchisee shall divulge Confidential Information only to supervisorial or managerial employees who must have access to it in order to perform their employment responsibilities.

11.4. **Irreparable Injury from Disclosure of Confidential Information**. Franchisee acknowledges that failure to comply with the requirements of this Article 11 will result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to the requirements of this Article 11. If, notwithstanding the preceding sentence, a court requires the posting of a bond, the Parties agree the amount of the bond shall not exceed $1,000.

11.5. **Confidentiality Covenants from Individuals Associated with Franchisee**. Franchisee shall require any supervisorial or managerial personnel who may have access to any Confidential Information of Franchisor to execute covenants that they will maintain the confidentiality of the Confidential Information they receive in connection with their association with Franchisee. Such covenants shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them.

11.6. **Go Greek Data**. All data pertaining to the Franchised Shop and all data created or collected by Franchisee in connection with Franchisee's operation of the Franchised Shop, including, without limitation, data pertaining to, or otherwise concerning, the Franchised Shop's customers and other pertinent data about the Franchised Shop collected by Franchisee, including, without limitation, data uploaded to, or downloaded from Franchisee's POS System and/or computer system (collectively "**Go Greek Data**") is Confidential Information and is the sole property of Franchisor. Franchisor shall have the right to review and use Go Greek Data in any manner that Franchisor deems appropriate without any compensation to Franchisee. Franchisee shall provide Franchisor with copies and/or originals of Go Greek Data within five (5) days after Franchisor's request for Go Greek Data at no cost to Franchisor and at any time during the Term and upon the expiration and/or termination of this Agreement. Franchisee shall maintain Go Greek Data as secret and confidential throughout the Term and shall not make any of Go Greek Data available to any unauthorized person without the prior written consent of Franchisor and then only in the manner permitted by Franchisor. Franchisor hereby licenses use of Go Greek Data to Franchisee during the Term, at no cost, solely for Franchisee's use in connection with the Franchised Shop.

11.7. **No Restriction**. Nothing in this Article 11 is intended to prohibit or restrict any activity which prohibition or restriction violates Franchisee's employees' rights to engage in protected concerted activity under the National Labor Relations Act.

12. ACCOUNTING AND RECORDS.

12.1. **General Reporting**. Franchisee shall submit weekly statistical control forms and other financial, operational and statistical information that Franchisor may require in order to: (i) assist Franchisee in the operation of the Franchised Shop, (ii) allow Franchisor to monitor Gross Sales, purchases, costs and expenses, (iii) enable Franchisor to develop chain wide statistics, (iv) assist Franchisor in the development of new Authorized Go Greek Products or the removal of existing unsuccessful Authorized Go Greek Products, (v) enable Franchisor to refine existing Authorized Go Greek Products, and (vi) generally improve chain-wide understanding of the Go Greek System (collectively the "**Reporting Information**").

12.2. <u>Specific Reporting</u>. Unless otherwise agreed by Franchisor in writing, Franchisee shall submit condensed reports of daily Gross Sales to Franchisor on a weekly basis in accordance with the guidelines established by Franchisor. Franchisee will electronically link the Franchised Shop to Franchisor and will allow Franchisor to poll the POS System on a daily basis at a time selected by Franchisor to retrieve Reporting Information including sales, sales mix, usage and operations data. Franchisee further agrees to submit to Franchisor:

(i) within ten (10) days following the end of each month during the Term, or at any other interval that Franchisor may establish, a Gross Sales report signed by Franchisee, in the form and manner prescribed by Franchisor, reporting all Gross Sales for the preceding month, together with the additional financial information that Franchisor may, from time to time, request;

(ii) within forty-five (45) days following the end of each calendar quarter during the Term, financial statements for the preceding quarter, including a balance sheet and profit and loss statement, prepared in the form and manner prescribed by Franchisor and in accordance with generally accepted accounting principles, which shall be certified by Franchisee to be accurate and complete;

(iii) within forty-five (45) days following the end of each calendar year during the Term, an unaudited annual financial statement prepared in accordance with generally accepted accounting principles, and in the form and manner prescribed by Franchisor, which shall be certified by Franchisee to be accurate and complete; and

(iv) contemporaneously with their filing with the appropriate Governmental Authority, copies of signed original sales and use tax forms.

Franchisor reserves the right to require that Franchisee provide all further information concerning the Franchised Shop that Franchisor may, from time to time, reasonably request. If Franchisee fails to submit any report in the manner and by the deadline described in this <u>Section 12.2</u>, Franchisor may impose a fine pursuant to <u>Section 7.31</u>.

12.3. <u>Audits</u>. Franchisee shall prepare, and keep for not less than three (3) years following the end of each of its fiscal years, adequate books and records showing daily receipts in, at and from the Franchised Shop, applicable sales tax returns, if any, all pertinent original serially numbered sales slips and cash register records, and the other sales records as may be reasonably required by Franchisor, from time to time, to verify the Gross Sales reported by Franchisee to Franchisor, in a form suitable for an audit of Franchisee's records by an authorized auditor or agent of Franchisor. Such information shall be broken down by categories of goods, foods and beverages sold, when possible. Franchisor, its agents or representatives may, at any reasonable time during normal working hours, audit or review Franchisee's books and records in accordance with generally accepted standards established by certified public accountants. If any audit or other investigation reveals an under-reporting or under-recording error of three percent (3%) or more, then in addition to any other sums due, the expenses of the audit/inspection shall be borne and paid by Franchisee upon billing by Franchisor, which shall include, without limitation, Franchisor's travel, lodging and wage expenses and reasonable accounting and legal expenses.

12.4. <u>Books and Records</u>. Franchisee shall maintain an accounting and record keeping system, which shall provide for basic accounting information necessary to prepare financial statements, a general ledger and reports required by this Agreement and the Manuals. Franchisee shall maintain accurate, adequate and verifiable books and supporting documentation relating to the accounting information. Within seven (7) days of receiving notice from Franchisor, Franchisee shall deliver to Franchisor any and all financial records requested by Franchisor in Franchisee's possession relating to the Franchised Shop, including, without limitation, monthly bank, credit card, and financial statements for any period specified by Franchisor, tax returns for any period specified by Franchisor, and any records relating to third-party delivery platforms.

12.5. Use of Financial Statements In Disclosure Document. Franchisee hereby irrevocably consents to Franchisor's use of information contained in its financial statements, at Franchisor's election, in its franchise disclosure document for the offer and sale of franchises.

12.6. Material Contracts. Franchisee shall deliver to Franchisor copies of all contracts material to the operation of the Franchised Shop to which Franchisee is a party, within seven (7) days of the execution of each such contract. Material contracts include, without limitation, lease agreements, service contracts with vendors, catering contracts, and agreements with third-party delivery platforms.

13. INSURANCE.

13.1. Franchisee's Insurance Obligations. Franchisee must purchase and maintain in full force and effect, at Franchisee's expense and from a company Franchisor designates or, if Franchisor has not designated such a company, from a company Franchisor accepts, insurance that insures both Franchisee and Franchisor, and any other persons Franchisor designates by name, including Franchisor's Affiliates. The insurance policy or policies must be written in accordance with the standards and specifications (including minimum coverage amounts) set forth in writing by Franchisor from time to time, and, at a minimum, must include the following (except as different coverages and policy limits may be specified for all Go Greek Franchisees from time to time in writing):

(i) "special" causes of loss coverage forms (sometimes called "All Risk Coverage" or "All Peril Coverage") on the Franchised Shop, store improvements and all furniture, fixtures, equipment, supplies and other property used in the operation of the Franchised Shop, for full repair and replacement value, except that an appropriate deductible clause is permitted;

(ii) business interruption insurance covering a minimum of 12 months' loss of income, including coverage for Franchisor's Royalty Fees (for example, in the event of a fire or destruction of the premises, the insurance must cover Franchisor's average royalty payments (based on the previous 12-month timeframe, or if a shorter timeframe, the total operating timeframe for the store) during the rebuilding process);

(iii) comprehensive general liability insurance including product liability insurance and contractual liability insurance;

(iv) workers' compensation insurance (as required by Applicable Law) covering all of Franchisee's employees;

(v) motor vehicle insurance;

(vi) umbrella liability insurance which also includes employers liability; and

(vii) any other such insurance coverages or amounts as required by law or other agreement related to the Franchised Shop, including, without limitation, your lease.

The insurance coverage referenced in (i) and (ii) above must commence as of the date construction begins at the Franchised Shop. All other insurance coverage must commence as of the Effective Date. Franchisee must deliver to Franchisor at commencement and annually or at Franchisor's request a proper certificate evidencing the existence of such insurance coverage and Franchisee's compliance with the provisions of this subparagraph. Franchisor also may request copies of all policies. The insurance policies must: (i) include "Per Location" aggregate limits meeting the criteria above when multiple store locations are insured under one comprehensive general liability and umbrella liability policy(cies); (ii) name "Go Greek Yogurt World-Wide Franchising, LLC" and Franchisor's Affiliates as additional insureds utilizing Grantor of Franchise endorsement CG 20 29 or an endorsement with comparable wording (all certificates of coverage must also reflect Franchisor and its Affiliates as additional insureds); (iii) be primary and non-contributing with any insurance policy carried by Franchisor or Franchisor's Affiliates; (iv) include a "severability of interests" condition; and (v) provide that Franchisor will be given 30 days' prior written notice of a material change in or termination or cancellation of the policy. Franchisor may from time to time modify the required minimum limits and require additional insurance coverages, by providing written notice to Franchisee, as conditions require, to reflect changes in relevant circumstances, industry standards, experiences in the Go Greek System, standards of liability and higher damage awards. If Franchisee does not procure and maintain the required insurance coverage required by this Agreement, Franchisor has the right, but not the obligation, to procure insurance coverage on behalf of Franchisee and charge Franchisee the $250 administrative fee plus all of Franchisor's costs incurred in procuring such insurance in accordance with Section 16.4. Franchisee must pay these amounts to Franchisor immediately upon written notice.

14. TRANSFER OF INTEREST

14.1. Transfer by Franchisor. Franchisor shall have the right to transfer or assign this Agreement, or all or any part of its rights or obligations under this Agreement, to any person or legal Entity without the consent or approval of Franchisee. With respect to any assignment which results in the subsequent performance by the assignee of all of Franchisor's obligations under this Agreement, the assignee shall expressly assume and agree to perform the obligations, and shall become solely responsible for all obligations of Franchisor under this Agreement from the date of assignment. Franchisor and or its Affiliates may sell their assets, the Go Greek Marks, or the Go Greek System, may sell securities in a public offering or in a private placement, may merge, acquire other corporations, or be acquired by another corporation, and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring all without the consent or approval of Franchisee.

14.2. Assignment by Franchisee.

(a) Restrictions on Assignments. Franchisee acknowledges and agrees that the rights granted to Franchisee under this Agreement are personal and are granted in reliance upon, among other considerations, the individual or collective character, skill, aptitude, attitude, experience, business ability and financial condition and capacity of Franchisee and, if Franchisee is an Entity, that of the Owners and Guarantors. Accordingly, to protect the Go Greek System, the Go Greek Marks, the Trade Secrets and the goodwill associated with the same, Franchisee and its Owners shall not effectuate (or attempt to effectuate) an Assignment (as defined below) without first complying with all of the conditions and requirements set forth in this Article 14, including, without limitation, obtaining Franchisor's prior written consent to the Assignment. Franchisor shall not unreasonably withhold its consent to an Assignment if, in Franchisor's judgment, Franchisee satisfies all conditions and requirements to Assignment set forth in this Article 14. Any attempted or claimed Assignment which fails to comply with any of the conditions or requirements to Assignment set forth in this Article 14 shall be null and void and shall constitute a Default under this Agreement.

(b) Definition of Assignment. For purposes of this Agreement, an "Assignment" includes any direct or indirect sale, assignment, transfer, pledge, donation, encumbrance of this Agreement, any interest in this Agreement, any Equity interest in Franchisee, or the right to use the Go Greek System or the Go Greek Marks. An "**Assignment**" also includes: (i) the death or incapacity of any Owner, (ii) the offer or sale of securities of Franchisee pursuant to a transaction subject to registration under applicable securities laws or by private placement pursuant to a written offering memorandum, (iii) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, or other encumbrance of more than twenty percent (20%) in the aggregate, whether in one or more transactions, of the equity or voting power of Franchisee, by operation of law or otherwise, (iv) any other events or transactions which, directly or indirectly, result in a change of control of Franchisee, including, without limitation, the issuance of any securities by Franchisee which itself or in combination with any other transactions results in the Owners, as constituted on the Effective Date, owning less than fifty percent (50%) of the outstanding Equity or voting power of Franchisee, (v) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of the Franchisee, however effected, (vi) any public or private auction of any of the rights of Franchisee under this Agreement and (vii) any pledge, encumbrance, hypothecation or other grant to a third party of a security interest in this Agreement in any manner whatsoever. Franchisee shall promptly provide Franchisor with written notice (stating the information that Franchisor may from time to time require) of each and every transfer, assignment and encumbrance by any Owner of any direct or indirect Equity or voting rights in Franchisee, notwithstanding that the same may not constitute an "**Assignment**" as defined under this Article 14.

(c) No Partial Sale. If Franchisee (i) owns and operates more than one (1) Go Greek Shop in the same market area as the Franchised Shop (either directly or indirectly through an Affiliate) and/or (ii) is a party to a currently effective Area Development Agreement with Franchisor for the development of additional Go Greek Shops in the same market area as the Franchised Shop that have not yet been opened, then, unless the Parties otherwise agree in writing, Franchisee shall not make any Assignment of this Agreement except in conjunction with a concurrent Assignment to the same approved assignee of (i) all Go Greek Shops then owned and operated by Franchisee and its Affiliates in the same market area as the Franchised Shop and (ii) any currently effective Area Development Agreement for the development of additional Go Greek Shops in the same market area as the Franchised Shop. As a condition to Franchisor's consent to an Assignment, the assignee must execute Franchisor's Then-Current form of Franchise Agreement for each Franchised Shop sold to the assignee.

(d) Qualified Assignments. Neither Franchisor's right of first refusal nor the other conditions of Assignment shall apply to a transfer by Franchisee of all of Franchisee's rights under this Agreement to a newly-formed corporation, limited liability company or other business Entity provided all of the equity or voting interests of the new business Entity are owned by the same Owners (a "**Qualified Assignment**").

14.3. Right of First Refusal.

(a) Submission of Application. Except with respect to a "Qualified Assignment," if Franchisee or an Owner receive a bona fide written offer ("**Third Party Offer**") from a third party (the "**Proposed Buyer**") to effectuate a transaction that constitutes an Assignment within the meaning of this Agreement, Franchisee shall, within five (5) days after receiving the Third Party Offer and before accepting it, submit to Franchisor a written Application for Assignment Approval in a form designated by Franchisor (the "**Application**"). Franchisee must include with the Application a copy of the Third Party Offer together with (i) information relating to the Proposed Buyer's experience and qualifications, (ii) a copy of the Proposed Buyer's current financial statement, and (iii) any other information material to the Third Party Offer, Proposed Buyer, proposed Assignment or that Franchisor requests. To constitute a bona fide written offer, the Third Party Offer must also include the purchase of (i) all Go Greek Shops then owned and operated by Franchisee, or its Affiliates, in the same market as the Franchised Shop and (ii) if applicable, Franchisee's interest in any currently effective Area Development Agreement governing the development of additional Go Greek Shops in the same market area as the Franchised Shop that have not yet been opened.

(b) Exercise of Purchase Option. Franchisor shall have a period of thirty (30) days after receipt of the Application together with all supporting information and documentation requested by

Franchisor (the "**Evaluation Period**") to decide whether to exercise Franchisor's right of first refusal to purchase or acquire the rights, assets, equity or interests proposed to be assigned on the same terms and conditions set forth in the Third Party Offer, except that Franchisor may (i) substitute cash for any form of payment proposed in the offer discounted to present value based upon the rate of interest stated in the Third Party Offer, and (ii) deduct from the purchase price all amounts then due and owing from Franchisee to Franchisor under this Agreement or otherwise. In order to exercise its right of first refusal, Franchisor or its nominee shall, prior to the expiration of the Evaluation Period, provide written notice to Franchisee indicating Franchisor's election to exercise its right of first refusal ("**Purchase Notice**"). If Franchisor or its nominee elects to purchase or acquire the rights, assets, equity or interests proposed to be assigned to the Proposed Buyer, the closing shall take no later than sixty (60) days following the date that the Purchase Notice was issued by Franchisor.

(c) Waiver of Purchase Option. If Franchisor does not elect to purchase or acquire the rights, assets, equity or interests proposed to be assigned to the Proposed Buyer, the closing of the sale to the Proposed Buyer shall take no later than ninety (90) days following the date that the Third Party Offer was received by Franchisee. If there is any material change in the terms of the Third Party Offer before the closing of the sale, Franchisor shall have a right of first refusal to accept the new terms subject to the conditions stated in this Section 14.3.

14.4. Conditions of Assignment to Third Party. As a condition to obtaining Franchisor's consent to an Assignment, all of the following conditions must be satisfied:

(a) The Proposed Buyer must submit a completed franchise application to Franchisor and meet Franchisor's then-current qualifications for new Go Greek Franchisees, including qualifications pertaining to financial condition, credit rating, experience, moral character and reputation.

(b) Franchisee must be in Good Standing on the date consent is requested and until the date of closing of the Assignment.

(c) The sales price of the interest to be conveyed must not be so high, or the terms of the sale so onerous, that, in the judgment of Franchisor, the Proposed Buyer will be unlikely to meet the Proposed Buyer's financial and other obligations to Franchisor, third party suppliers and creditors following the closing. Franchisor shall have no liability to either Franchisee or the Proposed Buyer if Franchisor approves the Assignment and the Proposed Buyer thereafter experiences financial difficulties.

(d) The Proposed Buyer must sign Franchisor's Then-Current form of Franchise Agreement, the terms of which may differ materially from any and all of the terms contained in this Agreement, and which shall supersede this Agreement in all respects, except that the term of replacement Franchise Agreement shall be the remaining term of this Agreement. In exchange for signing the Then-Current Franchise Agreement, the Proposed Buyer shall receive the rights provided for in this Agreement. Each Owner and each Owner's spouse of the Proposed Buyer shall jointly and severally guarantee the Proposed Buyer's performance of its obligations in the Then-Current Franchise Agreement under a Guarantee in the form of **Exhibit C**. If Franchisor is not offering new Go Greek franchises, is in the process of revising, amending or renewing Franchisor's form of Franchise Agreement or franchise disclosure document or is not lawfully able to offer Franchisor's Then-Current form of Franchise Agreement at the time of an Assignment, Franchisor may instead instruct Franchisee to assign this Agreement to the Proposed Buyer, in which case: (i) the Proposed Buyer must accept an assignment of this Agreement and become bound by its terms; and (ii) each Owner and each Owner's spouse of the Proposed Buyer shall jointly and severally guarantee the Proposed Buyer's performance of its obligations under this Agreement by executing a Guarantee in the form of **Exhibit C**.

(e) Franchisee will remain subject to all obligations stated in this Agreement that expressly, or by implication due to their nature, survive the transfer, termination or expiration of this Agreement, including, without limitation, the provisions prohibiting competition, non-interference and non-disclosure of Confidential Information.

(f) Franchisee and each of Owner and Guarantor of Franchisee shall execute a General Release in a form acceptable to Franchisor.

(g) Franchisee shall pay Franchisor the sum of $15,000 as a transfer fee to apply against Franchisor's administrative and other costs to process the Assignment.

(h) Franchisee must simultaneously transfer its rights under all contracts for which continuation is necessary for operation of the Franchised Shop to the Proposed Buyer and satisfy any separate conditions to obtain any third party consents required for the transfer of Franchisee's rights to the Proposed Buyer. The Proposed Buyer must execute all other documents and agreements required by Franchisor to consummate the Assignment. All required third party consents to the Assignment must be obtained.

(i) Franchisee's right to receive the sales proceeds from the Proposed Buyer in consideration of the Assignment shall be subordinate to the obligations of the Proposed Buyer owed to Franchisor and its Affiliates under, or pursuant to, this Agreement or any other agreement. All contracts by and between Franchisee and the Proposed Buyer shall expressly include a subordination provision permitting payment of the sales proceeds to Franchisee only after any outstanding obligations owed to Franchisor and its Affiliates are fully satisfied.

(j) Except when the transferee is an existing Go Greek Franchisee, the Proposed Buyer, or a supervisorial or managerial employee of the Proposed Buyer who will have general management and supervisory responsibilities for the Franchised Shop who is acceptable to Franchisor, must complete to Franchisor's sole satisfaction Franchisor's Pre-Opening Initial Training Program prior to the effective date of the Assignment.

(k) The Proposed Buyer must conform the Franchised Shop with Franchisor's then-current appearance and design standards and equipment specifications applicable to new Go Greek Shops.

14.5. Death or Incapacity. In the event of the death or incapacity of an Owner, the spouse, heirs or personal representative of the deceased or incapacitated Owner, or the remaining Owners (the "Successor") shall have one hundred eighty (180) days from the date of death or incapacity in which to (i) purchase the interest of the deceased or incapacitated Owner, or (ii) complete an Assignment of the interest of the deceased or incapacitated Owner to a qualified, approved third party, subject to the provisions of this Article 14. If a Successor has not purchased the interest of the deceased or incapacitated Owner or completed an Assignment of the interest of the deceased or incapacitated Owner to a qualified, approved third party within one hundred eighty (180) days from the date of death or incapacity, Franchisor may terminate this Agreement.

14.6. Transfer by Franchisee in Bankruptcy. If, for any reason, this Agreement is not terminated pursuant to Section 16.1 and this Agreement is assumed, or Assignment of the same to any person or Entity who has made a bona fide offer to accept an Assignment of this Agreement is contemplated, pursuant to the United States Bankruptcy Code, then notice of the proposed Assignment or assumption, setting forth (a) the name and address of the proposed assignee, and (b) all of the terms and conditions of the proposed Assignment and assumption, shall be given to Franchisor within twenty (20) days after receipt of the proposed assignee's offer to accept Assignment of this Agreement, and, in any event, within ten (10) days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into the Assignment and assumption, and Franchisor shall thereupon have the prior right and option, to be exercised by notice given at any time prior to the effective date of the proposed Assignment and assumption, to accept an Assignment of this Agreement to Franchisor itself upon the same terms and conditions and for the same consideration, if any, as in the bona fide offer made by the proposed assignee, less any brokerage commissions which may be payable by Franchisee out of the consideration to be paid by the assignee for the Assignment of this Agreement.

15. COVENANTS.

15.1. Non-Competition During Term of Agreement. Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and Confidential Information, including, without limitation, Confidential Information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the Go Greek System. Franchisee and each Owner covenants that during the Term, except as otherwise approved in writing by Franchisor, neither Franchisee nor any Restricted Person shall, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, or legal Entity (i) divert or attempt to divert any present or prospective Go Greek customer to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Go Greek Marks and the Go Greek System, or (ii) own (either beneficially or of record), engage in or render services to, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any Competitive Business, provided, however, the restrictions stated in this Section 15.1 shall not apply to any Restricted Person after two (2) years from the date such Restricted Person ceases to be an officer, director, shareholder, member, manager, trustee, owner, general partner, employee or otherwise associated in any capacity with Franchisee or any other Go Greek Franchisee.

15.2. Non-Competition After Expiration or Termination of Agreement. Commencing upon the date of (i) an Assignment permitted under Article 14, (ii) the Expiration Date of this Agreement, (iii) the termination of this Agreement (regardless of the cause for termination), or (iv) a final court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of this Section 15.2, and continuing for an uninterrupted period of two (2) years thereafter (the "**Restricted Period**"), neither Franchisee nor any Restricted Person shall own (either beneficially or of record), engage in or render services to, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any Competitive Business located at the Franchised Location or within twenty (20) miles of any Go Greek Shop or the Franchised Location; provided, however, the restrictions stated in this Section 15.2 shall not apply to any Restricted Person after two (2) years from the date such Restricted Person ceases to be an officer, director, shareholder, member, manager, trustee, Owner, general partner, employee or otherwise associated in any capacity with Franchisee or any other Go Greek Franchisee.

15.3. Violation of Covenants. If Franchisee or any Restricted Person shall commit any violation of Section 15.2 during the Restricted Period, in addition to all other remedies available to Franchisor, Franchisee (and to the extent not paid by Franchisee, the Guarantors) shall be liable to Franchisor for all damages and losses incurred by Franchisor and its Affiliates as a result of the violation, including all legal fees and costs incurred by Franchisor in connection with the violation.

15.4. Exceptions to Covenants. Section 15.1 and Section 15.2 shall not apply to ownership by Franchisee or a Restricted Person of a less than five percent (5%) beneficial interest in the outstanding equity securities of any Competitive Business registered under the Securities Act of 1933, the Securities Exchange Act of 1934.

15.5. Reducing Scope of Covenants. Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Section 15.2, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof; and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable.

15.6. **Covenants from Individuals**. Franchisee shall obtain and furnish to Franchisor executed covenants similar in substance to those set forth in this Article 15 (including covenants applicable upon the termination of a person's relationship with Franchisee) from all Owners. Every covenant required by this Section 15.6 shall be in a form acceptable to Franchisor, and shall include, without limitation, a designation of Franchisor as a third-party beneficiary of the covenants with the independent right to enforce them.

15.7. **Effect of Applicable Law**. In the event any portion of the covenants in this Article 15 violates laws affecting Franchisee, or is held invalid or unenforceable in a final judgment to which Franchisor and Franchisee are parties, then the maximum legally allowable restriction permitted by Applicable Law shall control and bind Franchisee. Franchisor may at any time unilaterally reduce the scope of any part of the above covenants, and Franchisee shall comply with any reduced covenant upon receipt of written notice. The provisions of this Article 15 shall be in addition to and not in lieu of any other confidentiality obligation of Franchisee, or any other person, whether pursuant to another agreement or pursuant to Applicable Law.

15.8. **Business Practices**. Franchisee shall comply with and/or assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with Executive Order 13224 issued by the President of the United States, the USA Patriot Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any Governmental Authority addressing or in any way relating to terrorist acts and acts of war (the "**Anti-Terrorism Laws**"). In connection with its compliance, Franchisee certifies, represents and warrants that none of Franchisee's property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee is not otherwise in violation of any of the Anti-Terrorism Laws. Any violation of the Anti-Terrorism Laws by Franchisee or Franchisee's employees or any "blocking" of Franchisee's assets under the Anti-Terrorism Laws constitute grounds for immediate termination of this Agreement and any other agreements Franchisee has entered into with Franchisor or any of its Affiliates, in accordance with the provisions of Section 16.2.

15.9. **Survival**. The provisions of this Article 15 shall survive the expiration and termination of this Agreement and shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Franchisor for any infringement of, violation of, or interference with, this Agreement, or the Go Greek Marks, the Go Greek System, the Confidential Information, the Trade Secrets, or any other proprietary aspects of Franchisor's business.

16. DEFAULT AND TERMINATION.

16.1. **Termination In the Event of Franchisee's Bankruptcy or Insolvency**. Franchisee shall be deemed to be in Default under this Agreement, and all rights granted to Franchisee under this Agreement shall automatically terminate without notice to Franchisee upon the occurrence of any of the following events:

(i) If Franchisee or its Principal Owner becomes insolvent or make a general assignment for the benefit of creditors.

(ii) If a petition in bankruptcy is filed under any foreign, state or United States Bankruptcy Act by Franchisee or its Principal Owner or if a petition is filed against and not opposed by Franchisee or its Principal Owner.

(iii) If Franchisee or its Principal Owner is adjudicated as bankrupt or insolvent.

(iv) If a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for the Franchised Shop is filed and consented to by Franchisee or its Principal Owner.

(v) If a receiver or other custodian (permanent or temporary) of Franchisee's or its Principal Owner's assets or property, or any part thereof, is appointed by any court of competent jurisdiction.

(vi) If proceedings for a composition with creditors under any Applicable Law is instituted by or against Franchisee or its Principal Owner.

(vii) If a final judgment in excess of $100,000 against the Franchised Shop remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed).

(viii) If Franchisee or its Principal Owner admits Franchisee or its Principal Owner is unable to generally pay Franchisee's or its Principal Owner's debts as they become due.

(ix) If execution is levied against the Franchised Shop or property.

(x) If suit to foreclose any lien or mortgage against the Franchised Shop, the Franchised Locations or the equipment of the Franchised Shop is instituted against Franchisee or its Principal Owner and not dismissed within thirty (30) days.

(xi) If the Franchised Shop or the Franchised Locations shall be sold after levy thereupon by any sheriff, marshal, or constable.

16.2. Option to Terminate Without Opportunity to Cure. Franchisee shall be deemed to be in Default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the Default, effective immediately upon written notice to Franchisee, upon the occurrence of any of the following events:

(i) If Franchisee shall Abandon the Franchised Shop.

(ii) If Franchisee shall attempt to make or claim to have made any Assignment without the prior written consent of Franchisor.

(iii) If Franchisee shall Default in any obligation as to which Franchisee has previously received three (3) or more written notices of Default from Franchisor setting forth the Default complained of within the preceding twelve (12) months.

(iv) If Franchisee makes any material misrepresentations in connection with: (a) the application to acquire franchise rights; (b) the execution of this Agreement; or (c) the operations of the Franchised Shop.

(v) If Franchisee fails, for a period of ten (10) days after having received notification of noncompliance from Franchisor or any Governmental Authority, to comply with any federal, state or local law or regulation applicable to the operation of the Franchised Shop.

(vi) If Franchisee's operation of the Franchised Shop constitutes an imminent danger to the public health or if Franchisee sells unauthorized products to the public after Notice of Default and thereafter sells the products, whether or not Franchisee has cured the Default after one or more notices.

(vii) If an audit or investigation conducted by Franchisor discloses that Franchisee has knowingly maintained false books or records, or submitted false reports to Franchisor, or knowingly understated its Gross Sales or withheld the reporting of the same as provided in this Agreement.

(viii) If Franchisee or any of its Owners, are convicted of or plead guilty or nolo contendere to a felony or any other crime or offense that is reasonably likely, in the sole opinion of Franchisor, to adversely affect Franchisor's reputation, the Go Greek System, the Go Greek Marks or the goodwill associated with the same; however, if the crime or offense is committed by an Owner other than the Principal Owner, Franchisor may only terminate this Agreement under this Section 16.2(viii) if the convicted Owner fails to sell its interest in Franchisee to Franchisee's other Owners within thirty (30) days after the conviction or guilty plea.

(ix) If Franchisee materially misuses or makes any unauthorized use of the Go Greek Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein, or takes any action which reflects materially and unfavorably upon the operation and reputation of the Franchised Shop or the Go Greek chain generally.

(x) If Franchisee makes any unauthorized use, disclosure, or duplication of the Trade Secrets or Confidential Information.

(xi) If Franchisee fails to purchase and maintain in inventory the types and quantities of Go Greek Branded Products, Proprietary Products or Non-Proprietary Products necessary to meet reasonably anticipated consumer demand.

(xii) If Franchisee shall purchase or purport to purchase Go Greek Branded Products or Proprietary Products or Non-Proprietary Products from other than Franchisor or an Approved Supplier and fails to cease use of the non-complying product within three (3) days after having received notification from Franchisor to do so.

(xiii) If Franchisee sells or attempts to sell any products other than Authorized Products at the Franchised Shop and fails to cease to do so within three (3) days after having received notification from Franchisor to do so.

(xiv) If Franchisee Defaults in any obligation under this Agreement that by its nature is not capable of being cured by Franchisee.

(xv) If Franchisee fails to meet the site selection requirements, enter a Lease or Open the Franchised Shop within the applicable time periods provided for in this Agreement.

(xvi) If, within ten (10) days after receipt of written notice from Franchisor that any required payment is overdue, Franchisee fails to make the payment to Franchisor, its Affiliates, or, to Franchisee's landlord, suppliers, creditors or employees unless, with respect to Franchisee's suppliers, creditors or employees, Franchisee notifies Franchisor of the existence on a bona fide dispute and takes immediate action to resolve it.

(xvii) If Franchisee fails to make timely payments upon any obligation of Franchisee upon which Franchisor has advanced any funds for or on behalf of Franchisee, or upon which Franchisor is acting as a guarantor of Franchisee, or Default upon or breach of any provision of any promissory note or other evidence of indebtedness or any agreement relating to this Agreement concerning any obligation of Franchisee which arises from the Franchised Shop.

(xviii) If Franchisee or the Owners use abusive language when communicating with Franchisor, Franchisor's staff or with customers, or denigrate Go Greek System or portray it, Franchisor or Franchisor's Constituents in an unflattering light on the Internet or otherwise.

(xix) If Franchisee fails to maintain only one (1) bank account for all business related to the Franchised Shop.

16.3. Termination With Notice and Opportunity To Cure. Except for any Default by Franchisee under Section 16.1 or Section 16.2, and as expressly provided elsewhere in this Agreement, Franchisee shall have thirty (30) days following the receipt of a notice of default (a "**Notice of Default**") to cure the Default and provide evidence of the cure to Franchisor. If any Default is not cured within that time period, or any longer time period that Applicable Law may require or that Franchisor may specify in the Notice of Default, this Agreement and all rights granted in this Agreement shall automatically terminate without further notice or opportunity to cure.

16.4. **Reimbursement of Franchisor Costs**. If Franchisee defaults in the performance of any of Franchisee's obligations under this Agreement, Franchisor may, without waiving any other rights under this Agreement, charge Franchisee a default fee ("**Default Fee**") equal to all of Franchisor's costs and expenses arising from the default (including all legal costs incurred by Franchisor in connection with the default) plus a fee of $250 representing the administrative costs of Franchisor. If Franchisor takes steps to cure any default committed by Franchisee after the expiration of any applicable cure period, including, without limitation, obtaining required insurance coverage on behalf of franchisee or paying Approved Suppliers for Franchisee's past-due financial obligations, then the Default Fee shall also include all costs and expenses directly or indirectly incurred by Franchisor in connection with its efforts to cure Franchisee's default. Franchisee shall pay the Default Fee to Franchisor within seven (7) days of receipt of a notice specifying Franchisee's default and the amount of the Default Fee, together with a listing of the costs and expenses incurred by Franchisor that are included in the Default Fee. Franchisee acknowledges that the Default Fee to be charged by Franchisor under this Agreement will be a reimbursement of the legal and other costs incurred by Franchisor and not a penalty resulting from the particular default. Failure by Franchisee to pay the Default Fee, pursuant to this Section 16.4 shall constitute a separate event of default under this Agreement. Franchisor's acceptance of the Default Fee shall not be construed as a waiver of any of its other rights or remedies under this Agreement, including, without limitation, Franchisor's right to terminate this Agreement in accordance Article 16.

16.5. **Cross-Default**. Any Default by Franchisee under the terms and conditions of this Agreement, any Area Development Agreement, or any other agreement between Franchisor (or an Affiliate of Franchisor) and Franchisee (or an Owner or Affiliate of Franchisee) (each, a "**Related Agreement**") shall be deemed to be a Default of each and every other Related Agreement. In the event of termination, for any cause, of this Agreement or any Related Agreement, Franchisor may, at its option, terminate any or all Related Agreements (including this Agreement).

16.6. **Notice Required By Law**. Notwithstanding anything to the contrary contained in this Article 16, if any valid Applicable Law of a competent Governmental Authority having jurisdiction over this Agreement and the Parties shall limit Franchisor's rights of termination under this Agreement or shall require longer notice periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon termination required by that Applicable Law. Franchisor shall not, however, be precluded from contesting the validity, enforceability or application of Applicable Laws in any action, hearing or dispute relating to this Agreement or the termination of this Agreement.

16.7. **Interim Management**. To protect the Go Greek System, the Go Greek Marks, the Trade Secrets and the goodwill associated with the same, after Franchisor has given Franchisee written notice that Franchisee is in Default, Franchisor may (but is not obligated to) assume interim management of the Franchised Shop during the pendency of any cure period or in lieu of immediately terminating this Agreement. If Franchisor elects to assume interim management of the Franchised Shop (i) Franchisor's election will not relieve Franchisee of Franchisee's obligations under this Agreement, (ii) Franchisor will not be liable for any debts, losses, costs or expenses incurred in the operation of the Franchised Shop during any interim management period, (iii) Franchisor will have the right to charge a reasonable fee for the management services (up to $500 per day plus reimbursement of all expenses incurred by Franchisor or its representative in connection with the management of the Franchised Shop), and (iv) Franchisee agrees to, and hereby does, indemnify and hold Franchisor harmless against any and all claims, demands, judgments, fines, losses, liabilities, costs, amounts paid in settlement and reasonable expenses (including, but not limited to attorneys' fees) incurred in connection with the interim management of the Franchised Shop, other than those arising solely from the gross negligence or willful misconduct of Franchisor.

16.8. **Delay by Force Majeure**. Franchisee shall provide Franchisor, within ten (10) days after the occurrence of an event that Franchisee believes is an event of Force Majeure, with notice of the specific nature and extent of the Force Majeure and an explanation as to how the event has delayed Franchisee's performance under this Agreement. The determination of whether an event of Force Majeure has occurred shall be made by Franchisor upon Franchisor's assessment of the event causing the delay. Franchisee shall provide Franchisor with continuing updates and all information requested by Franchisor regarding Franchisee's progress and diligence in responding to and overcoming the event of Force Majeure.

16.9. **Termination by Franchisee**. Franchisee may terminate this Agreement due to a material default by Franchisor of its obligations hereunder, which default is not cured by Franchisor within sixty (60) days after Franchisor's receipt of prompt written notice by Franchisee to Franchisor detailing the alleged default with specificity; provided, that if the default is such that it cannot be reasonably cured within such sixty (60) day period, Franchisor shall not be deemed in default for so long as it commences to cure such default within sixty (60) days and diligently continues to prosecute such cure to completion. This is a material term of this Agreement and a mediator shall not, and shall not have the power or authority to, waive, modify or change this requirement in any mediation proceedings or otherwise. If Franchisee terminates this Agreement pursuant to this Section 16.9, Franchisee shall comply with all of the terms and conditions of Article 17.

16.10. **Security Deposit**. At the time Franchisee signs this Agreement, Franchisee shall remit the amount of $10,000 (the "**Security Deposit**") to Franchisor to be dealt with in accordance with this Section. In the event of any financial default under this Agreement or any Related Agreement that is not cured within ten (10) days of receipt of a written Notice of Default, in addition to all other rights Franchisor may have, Franchisor may apply the Security Deposit against the amount owing to Franchisor or any of Franchisor's Affiliates pursuant to this Agreement or the Related Agreement. If Franchisor exercises this right to apply the Security Deposit against amounts owed, Franchisee shall within seven (7) days of receipt of a written notice to that effect, remit to Franchisor or cause Franchisee's Affiliate to remit to Franchisor an amount sufficient to restore the Security Deposit to its original amount in order that the Security Deposit is at all times $10,000 throughout the Initial Term and any Renewal Term. If Franchisor terminates this Agreement pursuant to Section 16, Franchisor may apply the Security Deposit against amounts Franchisee owes to Franchisor and its Affiliates, including, without limitation, any liquidated damages imposed pursuant to Section 17.9 (Franchisee shall remain responsible for payment of all amounts owed to Franchisor and its Affiliates in excess of the amount of the Security Deposit). In the event of expiration, non-renewal or transfer of this Agreement, the balance of the Security Deposit will be returned to Franchisee (without interest) after deducting any and all sums of money remaining unpaid by Franchisee or its Affiliates under this Agreement or any Related Agreement. Franchisee will not earn interest on the Security Deposit and any interest shall accrue to Franchisor's benefit. Franchisor need not hold the Security Deposit in a separate account.

17. OBLIGATIONS FOLLOWING TERMINATION OR EXPIRATION.

17.1. **General**. To protect the Go Greek System, the Go Greek Marks, the Trade Secrets and the goodwill associated with the same, upon the expiration or termination of Franchisee's rights granted under this Agreement, Franchisee shall immediately cease to use all Trade Secrets, Confidential Information, the Go Greek Marks, and any confusingly similar trademark, service mark, trade name, logotype, or other commercial symbol or insignia. Franchisee shall at its own cost immediately return the Manuals and all written materials incorporating Trade Secrets and all copies of any of the same to Franchisor. Franchisee shall at its own cost make cosmetic changes to the Franchised Shop and the Franchised Location so that they no longer contain or resemble Franchisor's proprietary designs and shall remove all Go Greek trade dress, identifying materials and distinctive Go Greek cosmetic features and finishes, soffits, interior wall coverings and colors, exterior finishes and colors and signage from the Franchised Location that Franchisor may reasonably direct.

17.2. Prior Payments. Franchisor may retain all fees paid to Franchisor pursuant to this Agreement, and Franchisee shall immediately pay any and all amounts remaining due to Franchisor and its Affiliates. If this Agreement terminates due to a Default by Franchisee, the amounts to be paid by Franchisee shall include liquidated damages imposed under Section 17.9 together with all other damages, and costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the Default, which obligation shall remain, until paid in full, a lien in favor of Franchisor against assets of the Franchised Shop. Franchisee hereby appoints Franchisor as its attorney in fact, with full power and authority to execute on Franchisee's behalf all documents necessary to obtain and perfect this lien.

17.3. Termination of Obligations and Rights. Any and all obligations of Franchisor to Franchisee under this Agreement shall immediately cease and terminate. Likewise, any and all rights of Franchisee under this Agreement shall immediately cease and terminate and Franchisee shall immediately cease and thereafter refrain from representing itself as a current or former Franchisee or other Affiliate of Franchisor.

17.4. Electronic Communications and Media. The goodwill associated with all telephone and fax numbers, email addresses, domain names, Websites or web pages, social media and other Internet addressed used in operation of the Franchised Shop ("**Electronic Communications and Media**") is an asset that belongs to Franchisor. Franchisor shall have the option, exercisable by written notice within thirty (30) days after the cancellation, termination or expiration of this Agreement, to take an assignment of all Electronic Communications and Media for the Franchised Shop. If Franchisor exercises this option, Franchisee will be deemed to have assigned to Franchisor or Franchisor's designee all right, title and interest in and to these and/or services associated with the same. Franchisee shall notify the telephone company, domain name registrars and all listing agencies of the cancellation, termination or expiration of its right to use the Electronic Communications and Media associated with the Franchised Shop, and shall authorize their transfer to Franchisor. Franchisee hereby appoints Franchisor as it true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as may be necessary to effect an assignment of all Electronic Communications and Media for the Franchised Shop. This power of attorney is coupled with an interest and shall survive the cancellation, termination or expiration of this Agreement. Franchisee, by executing this Agreement, authorizes Franchisor and hereby appoints Franchisor and all of Franchisor's officers as Franchisee's attorney-in-fact to direct the telephone, company, domain name registrars and all listing agencies to transfer the same to Franchisor, should Franchisee fail or refuse to do so. The telephone, company, domain name registrars, and all listing agencies may accept this Agreement as conclusive evidence of Franchisor's exclusive right to the Electronic Communications and Media and Franchisor's authority to direct their transfer. Franchisee must sign the instruments Franchisor requests to confirm the assignments and transfers to Franchisor. Franchisee shall not be not entitled to any compensation from Franchisor if Franchisor exercises this option.

17.5. Purchase Franchised Shop Assets. Upon the expiration of this Agreement or the termination of this Agreement for any Default of Franchisee, Franchisor shall have the option, to be exercised by written notice to Franchisee within thirty (30) days after the Expiration Date or termination date, to purchase the assets of the Franchised Shop, regardless of whether the Franchised Shop is under construction or is Open and operating, and all of assets of Franchisee related to the Franchised Shop that Franchisor elects to purchase (collectively, the "**Franchised Shop Assets**"). The purchase price for the Franchised Shop Assets (the "**Purchase Price**") shall be the "Fair Market Value" of the Franchised Shop Assets as determined under this Section 17.5. "**Fair Market Value**" means the price that a willing buyer would pay to a willing seller when neither is acting under compulsion and when both have reasonable knowledge of the relevant facts on the date the option is first exercisable (the "**Exercise Date**").

Franchisor and Franchisee shall use their best efforts to mutually agree upon the Fair Market Value. If they are unable to so agree within thirty (30) days after the Exercise Date, Franchisor shall appoint, within forty (40) days of the Exercise Date, one (1) appraiser, and Franchisee shall appoint within forty (40) days of the Exercise Date, one (1) appraiser. The two (2) appraisers shall within a period of five (5) additional days, agree upon and appoint an additional appraiser. The three (3) appraisers shall, within sixty (60) days after the appointment of the third appraiser, determine the Purchase Price in writing and submit their report to Franchisor and Franchisee. The Purchase Price shall be determined by disregarding the appraiser's valuation that diverges the greatest from each of the other two (2) appraisers' valuations, and the arithmetic mean of the remaining two (2) appraisers' valuations shall be the Purchase Price. Franchisor and Franchisee shall each pay for the services of the appraiser they select, plus one half (1/2) of the fee charged by the third appraiser, and one half (1/2) of all other costs relating to the determination of the Purchase Price. The Purchase Price as so determined shall be payable as Franchisor and Franchisee mutually agree. If they are unable to so agree within ten (10) days after final determination of the Purchase Price, fifty percent (50%) of the Purchase Price shall be payable in cash and the remaining fifty percent (50%) of the Purchase Price shall be paid in eighty-four (84) equal monthly payments and shall bear interest at a rate equal to the lesser of the prime rate of interest, as published by the Western Edition of the Wall Street Journal, plus three percent (3%), OR ten percent (10%) per annum, but in no event in excess of the maximum rate permitted by Applicable Law. Payment of the portion of the Purchase Price not paid in cash shall be secured by a security interest in the Franchised Shop Assets. Any purchase of the Franchised Shop Assets shall include the assumption by Franchisor and the assignment by Franchisee, of the Lease for the Franchised Shop.

17.6. **Survival of Obligations**. Termination or expiration of this Agreement shall be without prejudice to any other rights or remedies that Franchisor or Franchisee, as the case may be, shall have in law or in equity, including, without limitation, the right to recover benefit of the bargain damages. In no event shall a termination or expiration of this Agreement affect Franchisee's obligations to take or abstain from taking any action in accordance with this Agreement. The provisions of this Agreement which by their nature or expressly constitute post-termination or post-expiration covenants and agreements, including the obligation of Franchisor and Franchisee to attempt to resolve all disputes by mediation, shall survive the termination or expiration of this Agreement.

17.7. **No Ownership of Go Greek Marks**. Franchisee acknowledges and agrees that the rights to the Go Greek Marks and the use of the Go Greek Marks shall be and remain the property of Franchisor. Franchisee acknowledges and agrees that any use of the Go Greek Marks after the termination or expiration of this Agreement shall constitute an unauthorized use of an identical mark and shall entitle Franchisor to damages due to, but not limited to, trademark infringement and counterfeiting.

17.8. **Government Filings**. If Franchisee has registered any of the Go Greek Marks or the name Go Greek as part of an assumed, fictitious or corporate name, Franchisee shall promptly amend those registrations to delete the Go Greek Marks and any confusingly similar marks or names.

17.9. **Damages**. Franchisee shall pay Franchisor, within thirty (30) days following the Termination Date, an amount equal to the product of (i) the Franchised Shop's average monthly Royalty Fees during the twelve (12) months immediately preceding the effective Termination Date multiplied by (ii) two (2) years, unless the remainder of the Initial Term or Renewal Term then in effect is for less than two (2) years, in which case the number of actual months of the Initial Term or Renewal Term then in effect shall be the multiplier. In this regard, Franchisor and Franchisee acknowledge and agree that it would be impossible and impracticable to determine the precise amount of damages Franchisor will incur upon the termination of this Agreement due to the complications inherent in determining the amount of revenue lost by Franchisor because of the uncertainty regarding the number of months left to complete the Initial Term, the uncertainty regarding the Gross Sales of the Franchised Shop during the remainder of the Initial Term, and the amount of Royalty Fees Franchisee would have paid Franchisor based upon such Gross Sales, and the like. Franchisor and Franchisee further acknowledge and agree that this calculation of Franchisor's potential damages is a reasonable, good-faith estimate of such damages. The liquidated damages set forth in this Section are in addition to, and not in lieu of: (i) any fees and payments incurred by Franchisee prior to the termination of this Agreement, all of which must be paid by Franchisee in accordance with the terms of this Agreement; or (ii) any damages suffered by Franchisor or its Affiliate as a result of Franchisee's breach of this Agreement; provided, however, that Franchisor may not pursue a claim against Franchisee for recovery of lost future profits if Franchisee pays Franchisor the full amount of liquidated damages specified herein. The Parties acknowledge and agree that the amount of liquidated damages set forth in this Section is in proportion to, and is necessary to protect, Franchisor's legitimate interests, including: (i) encouraging Go Greek Franchisees to commit to the 10-year franchise relationship, in which both Parties have already invested time and expense in developing; (ii) the time and expense Franchisor will incur in recruiting a new franchisee to acquire franchise rights to the Protected Area; (iii) the time and expense Franchisor will incur to ensure Franchisee's timely and orderly departure from the Go Greek System; (iv) protecting the reputation and goodwill associated with the Go Greek Marks; and (v) partially compensating Franchisor for the financial damages it will incur as a result of (a) Franchisee's breach and the resulting termination of this Agreement or (b) Franchisee's unlawful termination of this Agreement, as applicable. If Franchisor is unable to make this calculation because of Franchisee's failure to report the Gross Sales of the Franchised Shop as required by this Agreement, Franchisor may estimate the Gross Sales of the Franchised Shop for the applicable period based upon the historical financial information available to Franchisor at such time.

18. INDEPENDENT CONTRACTOR AND INDEMNIFICATION.

18.1. No Fiduciary Relationship. This Agreement does not create a fiduciary relationship between the Parties. Franchisee shall be an independent contractor, and nothing in this Agreement is intended to constitute or appoint either Party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

18.2. Public Notice of Independent Status. Franchisee shall conspicuously identify itself in all dealings with its customers, contractors, suppliers, public officials, and others, as an independent Franchisee of Franchisor, and shall place the notice of independent ownership on all forms. Franchisor shall have the right to specify the language of any notice.

18.3. Independent Contractor. Franchisee acknowledges and agrees that it is not authorized to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligations in Franchisor's name. Franchisor shall in no event assume liability for, or be deemed liable under this Agreement as a result of any act or omission of Franchisee in its conduct of the Franchised Shop or for any claim or judgment arising therefrom against Franchisee or Franchisor.

18.4. Indemnification.

(a) Obligation to Indemnify. Franchisee and its Owners and Affiliates (collectively, the "**Indemnitors**") shall indemnify, defend and hold harmless to the fullest extent permitted by Applicable Law, Franchisor and its Constituents (collectively, the "**Indemnitees**"), from any and all "Losses and Expenses" incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof (collectively, an "**Indemnifiable Claim**") which arises directly or indirectly from, as a result of, or in connection with Franchisee's operation of the Franchised Shop and regardless of whether the Indemnifiable Claim or the Losses and Expenses resulted from any strict or vicarious liability imposed by law on Franchisee; provided, however, that this indemnity shall not apply to any liability arising from the gross negligence of Franchisor (except to the extent that joint liability is involved, in which event the indemnification provided for in this Section 18.4 shall extend to any finding of comparative negligence or contributory negligence attributable to Franchisee). For the purpose of this Section 18.4, the term "**Losses and Expenses**" shall mean and include compensatory, exemplary, or punitive damages, fines and penalties, attorneys' fees, experts' fees, court costs, costs associated with investigating and defending against claims, settlement amounts, judgments, compensation for damages to an Indemnitee's reputation and goodwill, and all other costs associated with any of the foregoing Losses and Expenses.

(b) Notification. The Indemnitees shall give the Indemnitors prompt notice of any Indemnifiable Claim of which the Indemnitees are aware for which indemnification is required under this Section 18.4. The notice shall specify whether the Indemnifiable Claim arises as a result of an Indemnifiable Claim by a third party against the Indemnitees (a "**Third Party Claim**") or whether the Indemnifiable Claim does not result from an Indemnifiable Claim by a third party against the Indemnitees (a "**Direct Claim**"), and shall also specify with reasonable particularity (to the extent that the information is available) the factual basis for the Indemnifiable Claim and the amount of the Indemnifiable Claim, if known. If, through the fault of the Indemnitees, the Indemnitors do not receive notice of any Indemnifiable Claim in time to effectively contest the determination of any Losses and Expenses susceptible of being contested, the Indemnitors shall be entitled to set off against the amount claimed by the Indemnitees the amount of any Losses and Expenses incurred by the Indemnitors resulting from the Indemnitees' failure to give such notice on a timely basis.

(c) Third Party Claims. With respect to Third Party Claims, the Indemnitors shall have the right, at their expense and at their election, to assume control of the negotiation, settlement and defense of Third Party Claims through counsel of their choice. The election of the Indemnitors to assume such control shall be made within thirty (30) days after the Indemnitors' receipt of notice of a Third Party Claim. If the Indemnitors elect to assume control, the Indemnitors shall do so at the Indemnitors' sole expense. The Indemnitees shall have the right to be informed and consulted with respect to the negotiation, settlement or defenses of the Third Party Claim and to retain counsel to act on the Indemnitees' behalf, at the Indemnitees' sole expense, unless the Indemnitors consent to the retention of the Indemnitees' counsel at the Indemnitors' expense or unless the Indemnitors and the Indemnitees are both named in any action or proceeding and the representation of both the Indemnitors and the Indemnitees by the same counsel would be appropriate because of the absence of any actual or potential differing interests between them (such as the availability of different defenses).

(i) If the Indemnitors elect to assume control, but thereafter fail to defend the Third Party Claim within a reasonable time, the Indemnitees shall be entitled to assume control and the Indemnitors shall be bound by the results obtained by the Indemnitees with respect to the Third Party Claim. If any Third Party Claim is of a nature that the Indemnitees are required by Applicable Law to make a payment to any claimant with respect to the Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnitees may make such payment and the Indemnitors shall, within thirty (30) days after demand by the Indemnitees, reimburse the Indemnitees for the amount of the payment. If the Indemnitees' liability under the Third Party Claim, as finally determined, is less than the amount paid by the Indemnitors to the Indemnitees, the Indemnitees shall, within thirty (30) days after receipt of the difference from the claimant, pay the difference to the Indemnitors.

(ii) If the Indemnitors fail to assume control of the defense of any Third Party Claim, the Indemnitees shall have the exclusive right to consent, settle or pay the amount claimed. Whether or not the Indemnitors assume control of the negotiation, settlement or defenses of any Third Party Claim, the Indemnitors shall not settle any Third Party Claim without the written consent of the Indemnitees, which consent shall not be unreasonably withheld or delayed. The Indemnitees and the Indemnitors shall cooperate fully with each other with respect to Third Party Claims, and shall keep each other fully advised with respect to Third Party Claims (including supplying copies of all relevant documentation promptly as they becomes available).

(d) Direct Claims. With respect to Direct Claims, following receipt of notice from the Indemnitees of the Direct Claim, the Indemnitors shall have thirty (30) days to make such investigation of the Direct Claim as is considered necessary or desirable. For the purpose of the investigation, the Indemnitees shall make available to the Indemnitors the information relied upon by the Indemnitees to substantiate the Direct Claim, together with all other information that the Indemnitors may reasonably request. If the Indemnitors and the Indemnitees agree at or prior to the expiration of the thirty (30) day period (or any mutually agreed upon extension thereof) to the validity and amount of a Direct Claim, the Indemnitors shall immediately pay the Indemnitees the full agreed upon amount of the Direct Claim. If the Indemnitors fails to pay the same, the matter shall be resolved in the manner described in Article 19.

(e) Loss Mitigation. The Indemnitees shall exert commercially reasonable efforts to mitigate the Losses and Expenses upon and after becoming aware of any Indemnifiable Claim which could reasonably be expected to give rise to the payment of Losses and Expenses.

19. DISPUTE RESOLUTION.

19.1. Mediation. The Parties pledge to attempt first to resolve any Dispute pursuant to mediation conducted in accordance with the Commercial Mediation Rules of the AAA unless Franchisor and Franchisee agree on alternative rules and a mediator within fifteen (15) days after either Party first gives notice of mediation to the other Party. Mediation shall be conducted in Los Angeles County, California, and shall be conducted and completed within forty-five (45) days following the date either Party first gives notice of mediation unless otherwise agreed to in writing by Franchisor and Franchisee. The fees and expenses of the mediator shall be shared equally by the Parties. The mediator shall be disqualified as a witness, expert or counsel for any Party with respect to the Dispute and any related matter. Mediation is a compromise negotiation and shall constitute privileged communications under California and other Applicable Laws. The entire mediation process shall be confidential and the conduct, statements, promises, offers, views and opinions of the mediator and Franchisor and Franchisee shall not be discoverable or admissible in any legal proceeding for any purpose; provided, however, that evidence which is otherwise discoverable or admissible shall not be excluded from discovery or admission as a result of its use in the mediation. Notwithstanding anything to the contrary set forth in this Agreement, any Party that fails to reasonably cooperate in scheduling and completing a mediation within forty-five (45) days after giving or receiving notice thereof shall be precluded from recovering costs, expenses, and/or prevailing Party attorneys' fees in any subsequent legal action. If any dispute remains unresolved ninety (90) days after a demand for mediation by either Party, Franchisor and Franchisee shall each be free to pursue their respective legal remedies under Section 19.2.

19.2. Judicial Relief. The Parties agree that all disputes arising out of or relating to this Agreement shall be brought in the Superior Court of California, County of Los Angeles, or the United States District Court of the Central District of California. To the fullest extent that the Parties may do so under Applicable Law, the Parties waive the defense of inconvenient forum to the maintenance of an action in these Courts and agree not to commence any action of any kind except in these Courts. This Agreement shall be interpreted and construed under the laws of California. In the event of any conflict of law, the laws of California shall prevail, without regard to the application of California conflict of law rules. If, however, any provision of this Agreement would not be enforceable under the laws of California, and if the Franchised Shop is located outside of California and such provision would be enforceable under the laws of the state in which the Franchised Shop is located, then such provision shall be interpreted and construed under the laws of that state. Nothing in this Section 19.2 is intended by the Parties to subject this Agreement to any franchise or similar law, rules, or regulation of any state to which it would not otherwise be subject.

19.3. **Waivers**. The Parties agree, to the extent permitted by Applicable Law, that any legal action of any kind by either Party arising out of or relating to this Agreement or its breach, other than any Excluded Claims, must be commenced by no later than the last to occur of the following: (i) one hundred eighty (180) days after obtaining knowledge of the facts which constituted or gave rise to the alleged violation or liability, or (ii) one year after the act, event, occurrence or transaction which constituted or gave rise to the alleged violation or liability. Franchisor and Franchise, for themselves, and for and on behalf of the Franchisor Owners and the Owners, respectively, hereby waive to the fullest extent permitted by Applicable Law, any right to, or claim for, punitive or exemplary damages against the other and agree that, in the event of a dispute between them, Franchisor and Franchisee shall each be limited to recovering only the actual damages proven to have been sustained by that Party, except as provided in Section 19.5. "**Excluded Claims**" include any claims between the Parties alleging: (i) a breach of Franchisee's obligation to pay Royalty Fees or other amounts owed; (ii) an infringement of the intellectual property rights of Franchisor or its Affiliate; (iii) a breach of the noncompetition covenants set forth in Article 15; or (iv) a breach of the confidentiality covenants set forth in Article 11.

19.4. **Specific Performance**. Franchisor and Franchisee acknowledge that each Party would be irreparably damaged if the provisions of this Agreement were not capable of being specifically enforced, and for this reason, Franchisor and Franchisee agree that the provisions of this Agreement shall be specifically enforceable. Franchisor and Franchisee further agree that any act or failure to act which does not strictly comply with the provisions and conditions of this Agreement may be specifically restrained, and that the equitable relief provided for in this Agreement shall not in any way limit or deny any other remedy at law or in equity that either Franchisor or Franchisee might otherwise have.

19.5. **Exclusive Remedy**. In no event shall either Party make or have any claim for money damages based on any claim or assertion that the other Party has unreasonably withheld, conditioned or delayed any consent, approval or authorization required under this Agreement, and each Party waives any such claim for damages. Neither Party may claim any damages by way of setoff, counterclaim or defense. Each Party's sole remedy for such a claim shall be an action or proceeding to enforce the provisions of this Agreement, for specific performance or for declaratory judgment.

19.6. **Attorneys' Fees**. In any legal action or proceeding brought to enforce any provision of this Agreement or arising out of, or in connection with, this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs in addition to any other relief that may be awarded by a Court.

19.7. **Exceptions to Mediation**. The mediation provision in Section 19.1 shall not apply to any action for injunctive or other provisional relief, including, without limitation, enforcement of liens, security agreements, or attachment, as Franchisor deems to be necessary or appropriate to compel Franchisee to comply with Franchisee's obligations to Franchisor and/or to protect the Go Greek Marks. Any claim or dispute involving or contesting the validity of any of the Go Greek Marks shall not be subject to mediation.

20. NOTICES.

All notices or demands to be given under this Agreement shall be in writing and shall be served in person, by air courier delivery with a guaranteed tracking facility, by certified mail, by facsimile transmission or by electronic transmission (email). Service shall be deemed conclusively made (i) at the time of service, if personally served; (ii) three (3) business days after delivery by the Party giving the notice, statement or demand if by air courier with a guaranteed tracking facility; (iii) three (3) business days after placement in the United States mail by Certified Mail, Return Receipt Requested, with postage prepaid; (iv) on the day of facsimile transmission to the facsimile number given below if telephonic confirmation of receipt is obtained by the sender promptly after completion of facsimile transmission; and (v) on the day of electronic transmission to the email address given below if telephonic confirmation of receipt is obtained by the sender promptly after completion of electronic transmission. Notices and demands shall be given to the respective Parties at the following addresses, unless and until a different address has been designated by written notice to the other Party:

Notices to Franchisor:

GO GREEK YOGURT WORLD-WIDE FRANCHISING, LLC
450 North Bedford Drive, Suite 312
Beverly Hills, California 90210
Attention: President
Email: ___________________
Facsimile: ________________

Notices to Franchisee:

____
____
____
____
Attention: ___________________
Email: ______________________
Facsimile: ___________________

Either Party may change its address for the purpose of receiving notices, demands and other communications provided by a written notice given in the manner aforesaid to the other Party.

21. MISCELLANEOUS.

21.1. Waiver and Delay. No waiver by Franchisor of any Default, or series of Defaults in performance by Franchisee, and no failure, refusal or neglect of Franchisor to exercise any right, power or option given to it hereunder or under any Related Agreement, whether entered into before, after or contemporaneously with the execution of this Agreement, or to insist upon strict compliance with or performance of Franchisee's obligations under this Agreement or any Related Agreement, whether entered into before, after or contemporaneously with the execution of this Agreement, shall constitute a waiver of the provisions of this Agreement with respect to any continuing or subsequent Default or a waiver by Franchisor of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

21.2. Survival of Covenants. The covenants contained in this Agreement which, by their nature or terms, require performance by the Parties after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination of this Agreement for any reason whatsoever.

21.3. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Franchisor and shall be binding upon and inure to the benefit of Franchisee and his or their respective, heirs, executors, administrators, and its successors and assigns, subject to the prohibitions and restrictions against Assignment contained in this Agreement.

21.4. Joint and Several Liability. If Franchisee consists of more than one Owner, the obligations and liabilities of each person or Entity to Franchisor are joint and several.

21.5. Entire Agreement. This Agreement and the Exhibits contain all of the terms and conditions agreed upon by the Parties concerning the subject matter of this Agreement. No other agreements concerning the subject matter of this Agreement, written or oral, shall be deemed to exist or to bind either of the Parties and all prior agreements, understandings and representations are merged into this Agreement and superseded by this Agreement. No officer or employee or agent of Franchisor has any authority to make any representation or promise not included in this Agreement and Franchisee agrees that it has executed this Agreement without reliance upon any representation or promise not included in this Agreement. This Agreement cannot be modified or changed except by written instrument signed by both of the Parties. Nothing in this Franchise Agreement or any related agreement is intended to disclaim the representations Franchisor made to Franchisee in Franchisor's Franchise Disclosure Document. 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 (a) waiving any claims under any applicable state franchise law, including fraud in the inducement or (b) 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.

21.6. **Titles and Recitals**. Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement. The Recitals set forth in Recitals A through B of this Agreement are true and correct and are hereby incorporated by reference into the body of this Agreement.

21.7. **Gender and Construction**. The terms of all Exhibits attached to this Agreement are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full in this Agreement. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any Article or Section in this Agreement may require. As used in this Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided in this Agreement to the contrary, any consent, approval, acceptance or authorization of Franchisor or Franchisee that may be required under this Agreement shall be in writing and shall not be unreasonably withheld, conditioned or delayed by the Party whose consent, approval, acceptance or authorization has been requested. To protect the Go Greek System, the Go Greek Marks, the Trade Secrets and the goodwill associated with the same, on any occasion where Franchisor is required or permitted to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Franchisor's standards or satisfaction, Franchisor may do so in its sole subjective judgment and discretion. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of both Parties. Franchisor and Franchisee intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

21.8. **Severability; Modification**. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to Applicable Law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but in that event, the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

21.9. **Counterparts and Electronic Transmission**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Agreement transmitted by email or by facsimile shall constitute and be deemed original copies of this Agreement for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Agreement.

21.10. Electronic Execution and Copies. This Agreement and all Exhibits to this Agreement may be signed electronically by the Parties and Electronic Signatures appearing on this Agreement and the Exhibits shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Agreement and the Exhibits. An executed copy of this Agreement (or any portion of this Agreement) may be delivered by either of the Parties by facsimile, electrical, digital, magnetic, optical, electromagnetic, or similar capability regardless of the medium of transmission (collectively, "**electronic**"), and delivery will be effective and binding upon the Parties, and will not in any way diminish or affect the legal effectiveness, validity or enforceability of this Agreement. Franchisee acknowledges and agrees that Franchisor may create an electronic record of any or all agreements, correspondence or other communications between the Parties or involving third parties and may thereafter dispose of or destroy the original of any of the agreements, correspondence or other communications. Any such electronic record will be inscribed on a tangible medium or stored in an electronic or other medium and be retrievable in perceivable form, and will be maintained in and readable by hardware and software generally available. Notwithstanding any Applicable Law to the contrary, any electronic version of this Agreement or any other agreements, correspondence or other communications between the Parties will have the same legal effect, validity and enforceability as an original of any document, even if the original of the document has been disposed of or intentionally destroyed.

21.11. Area Development Agreement. This Section 21.11 is only applicable if Franchisee or its Affiliates have entered into an Area Development Agreement (a "**Development Agreement**") with Franchisor. Franchisor and Franchisee acknowledge and agree that the Development Agreement contains certain negotiated provisions which are intended to apply to, and modify, future franchise agreements entered into by the Parties. Therefore, notwithstanding anything to the contrary set forth in this Agreement, to the extent any provision in the Development Agreement contradicts any provision in this Agreement, or is in addition to any provision of this Agreement, the Development Agreement shall control to the extent of such inconsistency or addition. Franchisor and Franchisee further acknowledge and agree that this Section 21.11 has been added at the request and for the convenience and benefit of both Parties and with advice of counsel. Accordingly, both Franchisor and Franchisee shall work in good faith to resolve any disputes regarding the application or intent of the Development Agreement and future franchise agreements entered into by the Parties. Should a dispute arise as to the application or intent of the Development Agreement as it pertains to this Agreement, the Parties shall resolve the dispute in accordance with Article 19.

21.12. Intent to Comply. Franchisee, and its Owners, jointly and severally acknowledge and represent that they intend to comply with and be bound by the terms of this Agreement.

21.13. Copy of Agreement. Franchisee acknowledges that it received a copy of this Agreement, the Exhibits attached to this Agreement and all other agreements relating to this Agreement, if any, with all of the blank lines filled in, at least five (5) business days prior to the Effective Date.

21.14. Franchise Disclosure Document. Franchisee acknowledges that it has received a copy of the complete Go Greek Franchise Disclosure Document which contains a copy of this Agreement, at least fourteen (14) calendar days prior to the date on which this Agreement was executed or any payment was made by Franchisee or its Owners to Franchisor or its Affiliate.

21.15. Atypical Terms. Franchisee acknowledges and agrees that Franchisor may modify the offer of its franchises to other Go Greek Franchisees in any manner and at any time, which offers have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement. Franchisee further acknowledges and agrees that Franchisor has made no warranty or representation that all Go Greek Franchise Agreements previously issued or issued after this Agreement by Franchisor do or will contain terms substantially similar to those contained in this Agreement. Franchisor may, in its reasonable business judgment and its sole and absolute discretion, due to local business conditions or otherwise, waive or modify comparable provisions of other Franchise Agreements previously executed or executed after the date of this Agreement with other Go Greek Franchisees in a non-uniform manner.

21.16. **General Terms**. Time is of the essence of this Agreement with respect to each and every provision of this Agreement in which time is a factor. Franchisee has read this Agreement and understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain Franchisor's standards of service and quality and the uniformity of those standards at all Go Greek Shops in order to protect and preserve the Go Greek System and the goodwill of the Go Greek Marks.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

FRANCHISOR:

GO GREEK YOGURT WORLD-WIDE
FRANCHISING, LLC

A Delaware limited liability company

By: ________________________________

Name: ______________________________

Title: ______________________________

FRANCHISEE:

(IF FRANCHISEE IS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

____

[Print Name of Franchisee Entity]

By:_____________________________________
Name:___________________________________
Title: ___________________________________

OR

(IF FRANCHISEE IS AN INDIVIDUAL):

____

Print Name

____

Signature

____

Print Name

____

Signature

GO GREEK YOGURT WORLD-WIDE FRANCHISING, LLC
FRANCHISE AGREEMENT

EXHIBIT A
ENTITY INFORMATION DISCLOSURE

Franchisee represents and warrants that the following information is accurate and complete in all material respects:

(1) Franchisee is a (check as applicable):

[ ] corporation

[ ] limited liability company

[ ] general partnership

[ ] limited partnership

[ ] Other (specify): ______________________________

State of incorporation/organization: ________________________
Name of Franchisee entity: _______________________________
Federal Tax Identification #: ______________________________

(2) Franchisee shall provide to Franchisor concurrently with the execution of this Agreement true and accurate copies of its charter documents including Articles of Incorporation/Organization, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution of this Agreement and any amendments to the foregoing (the "**Entity Documents**").

(3) Franchisee promptly shall provide all additional information that Franchisor may from time to time request concerning all persons who may have any, direct or indirect, financial interest in Franchisee.

(4) The name and address of each Owner is:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

(5) The names, addresses and titles of Franchisee Owner who will be devoting their full time to the Franchisee business are:

NAME	ADDRESS	TITLE

(6) The address where Franchisee's financial records and Entity Documents are maintained is: ____.

(7) The Principal Owner is____and owns a _____% ownership interest in Franchisee.

(8) The Shop Manager is____.

(9) Franchisee represents and warrants to Franchisor, as an inducement to Franchisor's execution of the Franchise Agreement, that the information set forth in this Entity Information Disclosure is true, accurate and complete in all material respects on the Effective Date and that Franchisee shall provide Franchisor with all additional information Franchisor may request with respect to the Owners and the ownership of Franchisee. In addition, Franchisee shall notify Franchisor within ten (10) days of any change in the information set forth in the Entity Information Disclosure and shall provide Franchisor with a revised Entity Information Disclosure certified by Franchisee to be true, correct and complete in all material respects. Franchisor grants Franchisee the rights in this Agreement in reliance upon each and all of the terms of the Entity Information Disclosure.

IN WITNESS WHEREOF, the Parties have executed this **Exhibit A** on the Effective Date.

FRANCHISOR:

GO GREEK YOGURT WORLD-WIDE FRANCHISING, LLC

A Delaware limited liability company

By: _______________________________

Name: _____________________________

Title: ______________________________

FRANCHISEE:

(IF FRANCHISEE IS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

____

[Print Name of Franchisee Entity]

By:__________________________________

Name:________________________________

Title: ________________________________

OR

(IF FRANCHISEE IS AN INDIVIDUAL):

____

Print Name

____

Signature

____

Print Name

____

Signature

GO GREEK YOGURT WORLD-WIDE FRANCHISING, LLC
FRANCHISE AGREEMENT

EXHIBIT B
FRANCHISED LOCATION

TYPE OF FRANCHISED SHOP (CHECK ONE):

______**Full Go Greek Shop**

______**Frozen Yogurt Go Greek Shop**

The following site has been selected and approved as the "**Franchised Location**" for the "**Franchised Unit**" in accordance with the Franchise Agreement entered into between Franchisor and Franchisee and dated

______________202__:

____

____

IN WITNESS WHEREOF, the Parties have executed this Exhibit B on______________.

FRANCHISOR:

GO GREEK YOGURT WORLD-WIDE FRANCHISING, LLC

A Delaware limited liability company

By: _________________________________

Name: _______________________________

Title: _________________________________

FRANCHISEE:

(IF FRANCHISEE IS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

____

[Print Name of Franchisee Entity]

By:_____________________________________

Name:___________________________________

Title: ___________________________________

OR

(IF FRANCHISEE IS AN INDIVIDUAL):

____

Print Name

____

Signature

____

Print Name

____

Signature

GO GREEK YOGURT WORLD-WIDE FRANCHISING, LLC
FRANCHISE AGREEMENT

EXHIBIT C
GUARANTEE OF FRANCHISE AGREEMENT

GO GREEK YOGURT WORLD-WIDE FRANCHISING, LLC
FRANCHISE AGREEMENT

EXHIBIT C
GUARANTEE OF FRANCHISE AGREEMENT

The undersigned (collectively, "**Guarantors**") have requested **GO GREEK YOGURT WORLD-WIDE FRANCHISING, LLC**, a Delaware limited liability company ("**Franchisor**"), to enter into a Franchise Agreement dated ______________, 202___ (the "**Franchise Agreement**") with ____________________ (**"Franchisee"**). In consideration for, and as an inducement to, Franchisor's execution of the Franchise Agreement, Guarantors hereby grant this guarantee (this "**Guarantee**") and agree as follows:

1. "**Obligations**" means and includes any and all obligations of Franchisee arising under or pursuant to the Franchise Agreement and all other obligations, whether now existing or hereafter arising, of Franchisee to Franchisor of whatever nature.

2. Guarantors irrevocably and unconditionally, fully guarantee to Franchisor the prompt, full and complete payment of any and all Obligations of Franchisee to Franchisor and the performance of any and all Obligations of Franchisee including, without limitation, Obligations under the Franchise Agreement or any other agreement, instrument or document relating to, evidencing or securing any Obligations.

3. If Franchisee fails to pay any of the Obligations, Guarantors shall, within five (5) days after a written demand therefore has been given to Guarantors by Franchisor, pay all of the Obligations in like manner as if the Obligations constituted the direct and primary Obligation of Guarantors. Guarantors agree that if any Obligation, covenant or agreement contained in the Franchise Agreement is not observed, performed or discharged as required by the Franchise Agreement (taking into consideration any applicable cure periods), Guarantors shall, within five (5) days after a written demand therefore has been given to Guarantors by Franchisor, to observe, perform or discharge the Obligation, covenant or agreement in like manner as if the same constituted the direct and primary Obligation of Guarantors.

4. No exercise or non-exercise by Franchisor of any right under this Guarantee, no dealing by Franchisor with Franchisee or any other person and no change, impairment or suspension of any right or remedy of Franchisor shall in any way affect any Obligations of Guarantors under this Guarantee or give Guarantors any recourse against Franchisor. Without limiting the generality of the foregoing, Guarantors agree that, regardless of whether Franchisor gives notice thereof or obtains the consent of Guarantors thereto, Guarantors' liability under this Guarantee shall not be released, extinguished or otherwise reduced in any way by reason of (i) any amendment, modification, renewal, extension, substitution or replacement of the Franchise Agreement or of any of the Obligations, in whole or in part, (ii) any acceptance, enforcement or release by Franchisor of any security for the Franchise Agreement or of any of the Obligations, any addition, substitution or release of any of the Guarantors, or any enforcement, waiver, surrender, impairment, release, compromise or settlement of any matter with respect to the Franchise Agreement or the Obligations or any security therefore, (iii) any assignment of this Guarantee, in whole or in part by Franchisor, or any Assignment or transfer of the Franchise Agreement (or any of them) by Franchisor or Franchisee, (iv) the invalidity or unenforceability of any provision of the Franchise Agreement or any of the Obligations, or (v) any failure, omission or delay of Franchisor in enforcing the Franchise Agreement, the Obligations or this Guarantee.

5. Guarantors waive and agree not to assert or take advantage of (i) any right to require Franchisor to proceed against Franchisee or any other person, firm or corporation or to proceed against or exhaust any security held by Franchisor at any time or to pursue any other remedy in Franchisor's power, (ii) any statute of limitations in any action under this Guarantee to collect any Obligations guaranteed hereby, (iii) any defense that may arise by reason of Franchisee's incapacity, lack of authority, insolvency or bankruptcy or Franchisor's failure to file or enforce a claim against the estate (either in bankruptcy or other proceeding) of Franchisee, any other or others, (iv) any defense arising out of any alteration of the Franchise Agreement or the Obligations, (v) notice of Franchisee's Default in the payment or performance of any of the Obligations, (vi) demand, protest and notice of any kind including, without limitation, notice of acceptance, notice of the existence, creation or incurring of new or additional Obligations or Obligations or of any action or non-action on the part of Franchisee, Franchisor, any endorser, creditor of Franchisee or Guarantors under this or any other instrument, or any other person, in connection with any Obligation or evidence of Obligations held by Franchisor or in connection with any Obligations hereby guaranteed, (vii) all rights and defenses arising out of an election of remedies by Franchisor, even though that election of remedies, such as non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantors' rights of subrogation and reimbursement against Franchisee by operation of Applicable Law or otherwise, (viii) any duty of Franchisor to disclose to Guarantors any facts that Franchisor may now or hereafter know about Franchisee, regardless of whether Franchisor has reason to believe that those facts materially increase the risk beyond that which Guarantors intends to assumes or has reason to believe that the facts are unknown to Guarantors or has a reasonable opportunity to communicate the facts to Guarantors, it being understood and agreed that Guarantors is responsible to be and to keep informed of Franchisee's financial condition and of all circumstances bearing on the risk of nonpayment of any Obligations hereby guaranteed, and (ix) any right to the benefit of or to direct the application of any security held by Franchisor.

6. Until all Obligations to Franchisor are paid in full and fully performed, Guarantors shall have no right of subrogation and waive any right to enforce any remedy that Franchisor now has or may hereafter have against Franchisee. All existing or future indebtedness of Franchisee to Guarantors and any right to withdraw capital invested in Franchisee by Guarantors are hereby subordinated to all Obligations.

7. Guarantors' liabilities and all rights, powers and remedies of Franchisor under this Guarantee and under any other agreement now or at any time hereafter in force between Franchisor and Guarantors shall be cumulative and not alternative and the rights, powers and remedies shall be additional to all rights, powers and remedies given to Franchisor by Applicable Law. Without limiting the generality of anything contained in this Guarantee, Guarantors waive and agree not to assert or take advantage of (i) all rights described in California Civil Code Section 2856(a)(1) through (3), inclusive, including, without limitation, any rights and defenses which are or may become available to Guarantors by reason of California Civil Code Sections 2787 through 2855, inclusive; and (ii) California Civil Code Section 2899.

8. The liability of Guarantors under this Guarantee shall be an absolute, direct, immediate and unconditional continuing guarantee of payment and performance and not of collection. Guarantors' obligations under this Guarantee are independent of Franchisee's obligations. This is a continuing Guarantee. It shall be irrevocable during the initial term and each renewal term and through any extensions, amendments, modifications, substitutions or replacements of the Franchise Agreement and until all Obligations has been fully paid and the Obligations have been fully performed. In the event of any Default under this Guarantee, a separate action and/or successive actions may be brought and prosecuted against Guarantors regardless of whether action is brought against Franchisee or whether Franchisee is joined in any action or actions. Franchisor may maintain successive actions for other Defaults. Franchisor's rights under this Guarantee shall

not be exhausted by Franchisor's exercise of any rights or remedies or by any action or by any number of successive actions until and unless all Obligations have fully been paid and performed. The Obligations of Guarantors shall be primary and are independent of the Obligations of Franchisee and Franchisor may directly enforce its rights under this Guarantee without proceeding against or joining Franchisee or any other person or Entity, or applying or enforcing any security of the Franchise Agreement. Guarantors acknowledge and agree that Guarantors shall, and hereby are, bound by each and all of the confidentiality and non-competition provisions of the Franchise Agreement.

9. Neither any provision of this Guarantee nor right of Franchisor under this Guarantee can be waived, nor can Guarantors be released from Guarantors' obligations under this Guarantee except by a written agreement executed by Franchisor. If any provision or portion of any provision of this Guarantee is found by a court of competent jurisdiction to be illegal or unenforceable, all other provisions shall, nevertheless, remain enforceable and effective. This Guarantee constitutes the entire agreement of Guarantors and Franchisor with respect to the subject matter of this Guarantee and no representation, understanding, promise or condition concerning the subject matter of this Guarantee shall bind Franchisor unless expressed in this Guarantee.

10. All written notices permitted or required under this Guarantee shall be deemed given and delivered in accordance with Article 20 of the Franchise Agreement. Notices to Guarantors shall be sent to the address set forth below each Guarantor's signature below.

11. This Guarantee may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Guarantee with signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Guarantee for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Guarantee. In addition, this Guarantee may be signed electronically by the Guarantors and electronic signatures appearing on this Guarantee shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Guarantee.

12. This Guarantee shall be interpreted and construed under the laws of California. In the event of any conflict of law, the law of California shall prevail, without regard to the application of California conflict of law rules. If, however, any provision of this Guarantee would not be enforceable under the laws of California, and if the Franchised Shop is located outside of California and such provision would be enforceable under the laws of the state in which the Franchised Shop is located, then such provision shall be interpreted and construed under the laws of that state. Nothing in this Paragraph 12 is intended by the Parties to subject this Agreement to any franchise or similar law, rules, or regulation of the state of California to which it would not otherwise be subject. Venue for purposes of any legal proceedings brought in connection with or arising out of this Guarantee shall be conclusively presumed to be in the State of California, County of Los Angeles. Guarantors hereby submit to the jurisdiction of the United States District Court for the Central District of California.

Executed by or on behalf of Guarantors on the date set forth below.

____________________________________ Date:____________________

____________________________________ Date: ____________________

GO GREEK YOGURT WORLD-WIDE FRANCHISING, LLC
FRANCHISE AGREEMENT

EXHIBIT D
ACH AUTHORIZATION FORM

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name _______________ Business No. _______________

Franchisee Mailing Address (street) _______________ Franchisee Phone No. _______________

Franchisee Mailing Address (city, state, zip) _______________

Contact Name, Address and Phone number (if different from above) _______________

Franchisee Fax No. _______________ Franchisee Email Address _______________

Bank Account Information:

Bank Name _______________

Bank Mailing Address (street, city, state, zip) _______________

Bank Account No. _______________ ☐ Checking ☐ Savings (check one) Bank Routing No. (9 digits) _______________

Bank Mailing Address (city, state, zip) _______________ Bank Phone No. _______________

Authorization:

Franchisee hereby authorizes Go Greek Yogurt World-Wide Franchising, LLC ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature:_______________ Date:_______________

Name:_______________

Its:_______________

Federal Tax ID Number:_______________

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

GO GREEK YOGURT WORLD-WIDE FRANCHISING, LLC
FRANCHISE AGREEMENT

EXHIBIT E
LEASE ADDENDUM

Lease Addendum

This Lease Addendum (this "Agreement") dated this [___] day of [___________], 202[__] among Go Greek Yogurt World-Wide Franchising, LLC, a Delaware limited liability ("Franchisor"), [_____________], a(n) [_____________], with principal offices located at [_____________] ("Landlord"), and [_____________], a(n) [_____________], with principal offices located at [_____________] ("Tenant").

Background

A. On [___________], 202[__], Franchisor and Tenant executed a Go Greek Franchise Agreement (the "Franchise Agreement"), pursuant to which Franchisor granted Tenant the right and obligation to develop, open and operate a Go Greek Yogurt Shop offering soft-serve frozen yogurt, ice cream, cakes, other dessert items, smoothies, beverage products and private label merchandise (the "Franchised Business") at the Premises (defined below).

B. Simultaneously with entering this Agreement, Landlord and Tenant are entering a lease agreement (the "Lease"), pursuant to which Landlord will lease to Tenant the premises described in Exhibit "A" (the "Premises").

C. To protect Franchisor's rights and interests under the Franchise Agreement, Landlord agrees to grant certain rights to Franchisor as set forth below.

Agreement

1. Use of Premises. The Premises shall be used exclusively for the operation of a Go Greek Yogurt Shop offering soft-serve frozen yogurt, ice cream, cakes, other dessert items, smoothies, beverage products and private label merchandise.

2. Signage and Use of Marks. Landlord consents to the Tenant's use of all proprietary trademarks and signage that Franchisor designates and authorizes from time to time.

3. Franchisor's Right of Entry. If Tenant breaches or otherwise defaults under the Franchise Agreement, Landlord agrees to grant Franchisor immediate access to the Premises to allow Franchisor to protect and remove any signage or other property bearing any of the Franchisor's trademarks used in connection with the operation of the Franchised Business.

4. Default By Tenant. If Tenant breaches or otherwise defaults under the Lease, Landlord agrees to promptly notify Franchisor in writing of such breach or default and any applicable remedy provision. If Tenant fails to cure the breach or default, Franchisor (or Franchisor's affiliate) shall have the right (but not the obligation) to cure such breach or default on behalf of Tenant. If Landlord terminates the Lease due to Tenant's default, Landlord agrees to grant Franchisor the option (but not the obligation) to assume the Lease upon the same terms and conditions applicable to Tenant.

5. Notices. All notices to be sent to Franchisor pursuant to this Agreement shall be sent by email and registered mail as set forth below:

   Email: david.shneer@gogreekyogurtfranchising.com

   Mail: Go Greek Yogurt World-Wide Franchising, LLC
   450 North Bedford Drive, Suite 312
   Beverly Hills, California 90210
   Attention: Chief Executive Officer

6. Miscellaneous.

   (a) In the event of any inconsistency between the terms of this Agreement and the terms of the Lease, the terms of this Agreement control.

(b) All of the terms of this Agreement, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective personal and legal representatives, heirs, successors and permitted assigns.

(c) The provisions of this Agreement may be amended, supplemented, waived or changed only by a written document signed by all the parties to this Agreement and making specific reference to this Agreement.

(d) This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

In witness whereof, this Agreement has been executed the date and year first above written.

FRANCHISOR:

Go Greek Yogurt World-Wide Franchising, LLC, a Delaware limited liability

By:_______________________________________
Name:____________________________________
Its:_______________________________________

LANDLORD:

____________________________, (a)n __________
____

By:_______________________________________
Name:____________________________________
Its:_______________________________________

TENANT:

____________________________, (a)n __________
____

By:_______________________________________
Name:____________________________________
Its:_______________________________________

EXHIBIT A

to Lease Addendum

Description of Premises

EXHIBIT "D"

TO DISCLOSURE DOCUMENT

AREA DEVELOPMENT AGREEMENT

[See Attached]

GO GREEK YOGURT

AREA DEVELOPMENT AGREEMENT

AREA DEVELOPER: ______________________________
DATE: ______________________________

TABLE OF CONTENTS

AREA DEVELOPMENT AGREEMENT

This Area Development Agreement (this "Agreement") is entered into as of ____________, 202__ (the "Effective Date") between Go Greek Yogurt World-Wide Franchising, LLC, a Delaware limited liability company ("we" or "us") and ____________________, a(n) ________________ ("you").

1. DEFINITIONS. Capitalized terms used in this Agreement shall have the meanings given to them below. Any capitalized term used in this Agreement that is not defined below shall have the meaning given to such term in the Initial Franchise Agreement (as defined below).

"Acquisition" means either: (a) a transaction pursuant to which we acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Go Greek Shops and subsequently franchise, license or create similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating; or (b) a transaction pursuant to which we are directly or indirectly acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by any business providing products and services similar to those provided at Go Greek Shops, or by another business, even if such business operates, franchises and/or licenses competitive businesses.

"Alternative Channels of Distribution" means the sale of products, at retail or wholesale, through the Internet, mail order catalogs, direct mail, advertising or through any other method of distribution other than the retail sale of products made to customers from a Go Greek Shop.

"Development Area" means the geographic area described in Part C of ATTACHMENT "A".

"Development Schedule" means the schedule described in Section 4.1 and Part D of ATTACHMENT "A" applicable to you based on the number of Go Greek Shops you commit to develop, open and operate within the Development Area pursuant to this Agreement.

"Franchise Agreement" means a Go Greek Yogurt Franchise Agreement executed by us and you (or an affiliate of yours) for the establishment and operation of a Go Greek Shop pursuant to this Agreement.

"Initial Franchise Agreement" means the Franchise Agreement executed by you concurrently with the execution of this Agreement for the first Go Greek Shop to be established pursuant to this Agreement.

"Non-Traditional Venue" has the meaning given to such term in the Initial Franchise Agreement.

"Owner" or *"Owners"* means any individual who directly signs this Agreement or who owns a direct or indirect ownership interest in the area development rights or the entity that is the area developer under this Agreement. "Owner" includes both passive and active owners.

"Permitted Transfer" means: (a) a Transfer from one Owner to another Owner who was an approved Owner prior to such Transfer, other than a Transfer by an Owner who is the Principal Owner that results in the Principal Owner holding less than a 10% ownership interest in the area developer franchise or the Entity that is the area developer franchisee under this Agreement, as applicable; and/or (b) a Transfer to a newly established Entity for which the Owners collectively own and control 100% of the ownership interests and voting power.

"Principal Owner" has the meaning given to such term in the Initial Franchise Agreement.

"Term" the period of time commencing with the Effective Date of this Agreement and expiring upon the date by which you are required to open the last Go Greek Shop under the Development Schedule.

"Transfer" means any direct or indirect, voluntary or involuntary (including by judicial award, order or decree), assignment, sale, conveyance, subdivision, sublicense or other transfer or disposition of this Agreement, the area development rights (or any interest therein), the business conducted by you pursuant to this Agreement, or an ownership interest in an entity that is the area developer under this Agreement, including by merger or consolidation, by issuance of additional securities representing an ownership interest

in the entity that is the area developer, or by operation of law, will or a trust upon the death of an Owner of the area developer entity (including the laws of intestate succession).

2. **GRANT OF DEVELOPMENT RIGHTS**. Subject to the terms and conditions of this Agreement, we hereby grant you the right and obligation to develop, open and operate the number of Go Greek Shops set forth in Part B of ATTACHMENT "A". Each Go Greek Shop you develop, open and operate pursuant to this Agreement must be located within the Development Area and at a specific site we accept in accordance with the terms of the applicable Franchise Agreement. This Agreement does not grant you any rights or licenses to use our Intellectual Property.

3. **TERRITORIAL PROTECTIONS AND LIMITATIONS.** Your Development Area will be protected, meaning that for the duration of the Term, we will not develop or operate, or grant a license to any third party to develop or operate, a Go Greek Shop that is physically located within the Development Area other than: (a) any Go Greek Shop that is operating, under development, or for which a franchise agreement has been executed, in each case as of the Effective Date, and that is located within, or is to be located within, the Development Area; and (b) any Go Greek Shop otherwise permitted by this Section in connection with Non-Traditional Venues or an Acquisition. We reserve the right to: (a) develop and operate, and grant franchises or licenses to third parties to develop and operate, Go Greek Shops in Non-Traditional Venues located in your Development Area; and (b) engage in Acquisitions, even if as a result of an Acquisition one or more competitive businesses of the acquired or acquiring company begin using our Intellectual Property (including our Marks) and are located within your Development Area. We also reserve the right to sell, or grant franchises or licenses to third parties to sell, competitive or identical goods or services (including under the Marks) through Alternative Channels of Distribution, irrespective of whether the sales take place in your Development Area.

4. **DEVELOPMENT OBLIGATIONS**

4.1. **Development Schedule**. You agree to open each Go Greek Shop in strict compliance with the time periods set forth in the Development Schedule applicable to you based on the number of Go Greek Shops you have committed to develop, open and operate. You must develop, open and operate each Go Greek Shop in compliance with all of the terms of the applicable Franchise Agreement. We may, in our sole discretion, extend the time periods listed in the Development Schedule, but only if you demonstrate to our reasonable satisfaction you used best efforts in attempting to comply with your development obligations and the need for additional time is due to unforeseeable delays and not due to your neglect, misconduct or lack of funds. You must open all Go Greek Shops referred to in the Development Schedule. You acknowledge that the opening date listed in the Development Schedule for a given Go Greek Shop may be earlier than the opening date required under the terms of the associated Franchise Agreement. In order to comply with the Development Schedule, you must open each Go Greek Shop by the opening date listed in the Development Schedule even if such date is earlier than the opening date required under the terms of the associated Franchise Agreement.

4.2. **Site Selection**. You must select a specific site within the Development Area for each Go Greek Shop in accordance with our then-current site selection criteria set forth in the Manual and the applicable Franchise Agreement. Each site you select is subject to our prior acceptance as specified in the applicable Franchise Agreement.

4.3. **Franchise Agreements**. You must sign a separate Franchise Agreement for each Go Greek Shop at the time we accept the proposed site for such Go Greek Shop. However, you must sign the Initial Franchise Agreement for your first Go Greek Shop at the time you sign this Agreement. Each Franchise Agreement shall be our then-current form of Go Greek Yogurt Franchise Agreement, the terms and conditions of which may vary materially and substantially from the terms and conditions of the Initial Franchise Agreement. The development fee set forth in Section 5 includes the initial franchise fee associated with each Go Greek Shop you commit to develop under this Agreement. Accordingly, you will not pay us an additional initial franchise fee in connection with any Franchise Agreement executed pursuant to this Agreement. You will have no right to construct or operate any Go Greek Shop until you and we have executed the applicable Franchise Agreement and all ancillary agreements for that Go Greek Shop.

4.4. **Additional Locations**. You have no right to develop any Go Greek Shop other than the Go Greek Shops listed in the Development Schedule unless we, in our sole discretion, permit you to enter into a new area development agreement, which will be upon such terms and conditions that we specify, following your development of all Go Greek Shops listed in the Development Schedule under this Agreement.

5. **DEVELOPMENT FEE.** You must pay us a development fee that varies depending on the number of Go Greek Shops you have committed to develop, open and operate pursuant to this Agreement. The amount of the development fee and payment terms are listed below:

Number of Shops	Development Fee	Payment Terms
2	$75,000	$75,000 due in full when you sign ADA
3	$105,000	$94,500 due when you sign ADA $5,250 due earlier of lease execution for 2nd Shop or 12 months after signing ADA $5,250 due earlier of lease execution for 3rd Shop or 18 months after signing ADA
4	$132,000	$118,800 due when you sign ADA $6,600 due earlier of lease execution for 2nd Shop or 12 months after signing ADA $6,600 due earlier of lease execution for 3rd Sop or 18 months after signing ADA
5	$250,000	$250,000 due in full when you sign ADA

The development fee is fully earned and nonrefundable upon execution of this Agreement.

6. **AREA DEVELOPER AS ENTITY.** You represent that Part A of ATTACHMENT "A" includes a complete and accurate list of your Owners. Upon our request, you must provide us with a resolution of the entity authorizing the execution of this Agreement, a copy of the entity's organizational documents and a current Certificate of Good Standing (or the functional equivalent thereof). You represent that the entity is duly formed and validly existing under the laws of the state of its formation. You may form a separate entity to enter into each Franchise Agreement provided that: (a) the individuals holding the ownership interests (and their percentage interests) in each such entity must be the same individuals holding ownership interests (with the same percentage interests) in the entity that is the Area Developer under this Agreement; and (b) each such entity guarantees the performance of all other entities formed under the authority of this Section 6.

7. **TRANSFERS**

7.1. **By Us**. This Agreement is fully assignable by us (without prior notice to you) and shall inure to the benefit of any assignee(s) or other legal successor(s) to our interest in this Agreement, provided that we shall, subsequent to any such assignment, remain liable for the performance of our obligations under this Agreement up to the effective date of the assignment.

7.2. **By You**. The rights and duties created by this Agreement are personal to you and the Owners. We have granted the area development rights in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of you and your Owners. Therefore, neither you nor any Owner may engage in any Transfer (other than a Permitted Transfer) without our prior written approval. Any Transfer (other than a Permitted Transfer) without our approval shall be void and constitute a breach of this Agreement. We will not unreasonably withhold our approval of any proposed Transfer if all of the following conditions are satisfied:

(i) the proposed transferee is, in our opinion, an individual or group of individuals of good moral character who have sufficient business experience, aptitude and financial resources to develop, own and operate all of the remaining Go Greek Shops be develop under this Agreement and otherwise meet all of our then applicable standards for area developer franchisees;

(ii) you and your Owners are in full compliance with the terms of this Agreement, all Franchise Agreements and all other agreements with us or our affiliate;

(iii) all of the owners of the transferee have successfully completed, or made arrangements to attend, the initial training program;

(iv) the transferee and its owners sign our then-current form of area development agreement (unless we, in our sole discretion, instruct you to assign this Agreement to the transferee), except that: (a) the Term shall be the Term remaining under this Agreement; (b) the transferee need not pay a separate development fee; and (c) the Development Schedule and Development Area shall be the same Development Schedule and Development Area specified in this Agreement (modified to reflect the development obligations satisfied prior to the transfer);

(v) you or the transferee pay us a $15,000 transfer fee;

(vi) you assign all of your Franchise Agreements to the transferee in accordance with all of the transfer terms and conditions applicable under each such Franchise Agreement (including payment of any transfer fee imposed under each such Franchise Agreement);

(vii) you and your Owners sign a General Release of all claims arising before or contemporaneously with the Transfer;

(viii) we do not elect to exercise our right of first refusal described in Section 7.5; and

(ix) you or the transferring Owner, as applicable, and the transferee have satisfied any other conditions we reasonably require as a condition to our approval of the Transfer.

You may not: (a) transfer less than your entire remaining area development rights under this Agreement (i.e., you may not retain the right to develop any Go Greek Shop); or (b) transfer your area development rights to multiple transferees. Our consent to a Transfer shall not constitute a waiver of any claims we may have against the transferor, nor shall it be deemed a waiver of our right to demand compliance with any terms or conditions of the area development agreement by the transferee.

7.3. **Permitted Transfers.** You may engage in a Permitted Transfer without our prior approval, but you must: (a) give us at least 10 days prior written notice; and (b) upon our request, cause any Entity that was originally the franchisee under this Agreement to sign a corporate guarantee in the format we require in order to secure the performance of the new franchisee Entity's financial obligations under this Agreement and all related agreements. You and the Owners (and the transferee) agree to sign all documents we reasonably request to effectuate and document the Permitted Transfer.

7.4. **Death or Disability of an Owner.** Upon the death or permanent disability of an Owner, the Owner's ownership interest in you or the area development franchise, as applicable, must be assigned to another Owner or to a third party approved by us within 180 days. Any assignment to a third party will be subject to all of the terms and conditions of Section 7.2 unless the assignment qualifies as a Permitted Transfer. For purposes of this Section, an Owner is deemed to have a "permanent disability" only if the person has a medical or mental problem that prevents the person from substantially complying with his or her obligations under this Agreement for a continuous period of at least three (3) months.

7.5. **Our Right of First Refusal.** If you or an Owner desires to engage in a Transfer, you or the Owner, as applicable, must obtain a bona fide, signed written offer from the fully disclosed purchaser and submit an exact copy of the offer to us. We will have 30 days after receipt of the offer to decide whether we will purchase your remaining area development rights and any Go Greek Shops to be assigned, or the ownership interest in you, as applicable, for the same price and upon the same terms contained in the offer (however, we may substitute cash for any form of payment proposed in the offer). If we notify you that we intend to purchase the interest within the 30-day period, you or the Owner, as applicable, must sell the interest to us. We will have at least an additional 30 days to prepare for closing. We will be entitled to receive from you or the Owner, as applicable, all customary representations and warranties given by you as the seller of the assets or the Owner as the seller of the ownership interest or, at our election, the representations and warranties contained in the offer. If we do not exercise our right of first refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to and on the terms of the offer, subject to the requirements of Section 7.2 (including our approval of the transferee). However, if the sale to the purchaser is not completed within 120 days after delivery of the offer to us, or there is a material change in the terms of the sale, we will again have the right of first refusal specified in this Section. Our right of first refusal in this Section shall not apply to any Permitted Transfer.

7.6. **Restriction on Publicly Traded and Private Securities**. Securities, partnership or other ownership interests in the Entity that is the area developer under this Agreement, or in the Entity that is the franchisee under any Franchise Agreement executed pursuant to this Agreement, may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered through a private offering (or otherwise) only with our prior written consent, which consent shall not be unreasonably withheld. You must send us copies of all private offering materials required by federal or state law relating to the offering. We must review and approve the materials before they are: (a) filed with any governmental authority (if filing is required); or (b) distributed to prospective investors or others (if the offering is exempt from registration). The scope of our review is limited to ensuring an accurate depiction of the franchise relationship between you and us. Neither you nor any other person (nor any materials used in the offering) may represent that we are participating in an underwriting, issuance or offering of your or our securities. At our option, we may require that the offering materials include a written statement, in a form we prescribe, regarding: (a) the disclaimer of our participation in any underwriting, issuance or offering of your securities; and/or (b) the nature of the franchise relationship between us and you. You and each of your Owners and Guarantors, and all others participating in the offering, must execute a document, in a form we prescribe or otherwise approve, agreeing to defend and indemnify us and Franchisor's Constituents (as defined in the Initial Franchise Agreement) from and against any and all losses, costs and liability in connection with the offering. You must notify us in writing at least 30 days prior to the date of commencement of any offering or other transaction covered by this Section. At the time you send this notice, you must pay us a non-refundable Securities Offering Review Fee equal to the greater of (a) $10,000 or (b) the actual costs and expenses we reasonably incur to review the offering materials, including legal and accounting fees. The Securities Offering Review Fee is in addition to the transfer fee listed in Section 7.2(v) above and the transfer fee imposed under any Franchise Agreement.

8. TERMINATION OF DEVELOPMENT RIGHTS

8.1. **Reasonableness.** You represent that you: (a) have conducted your own independent investigation and analysis of the prospects for the establishment of the Go Greek Shops within the Development Area; (b) approve the Development Schedule as being reasonable and viable; and (c) recognize that your failure to achieve the results required by the Development Schedule will constitute a material breach of this Agreement.

8.2. **Termination of Development Rights**. If you fail to comply with any term of this Agreement, we may terminate this Agreement, effective 30 days after giving you written notice of the default, unless you fully cure the default within such 30-day period. Any such termination will end all of your rights and future development obligations under this Agreement, including without limitation, your interests in the Development Area and right to open additional Go Greek Shops. In the event of a termination, you will not be entitled to any refund of the development fee and you must immediately pay any remaining unpaid balance of the development fee.

8.3. **Cross Default**. Our termination of any Franchise Agreement due to your default shall constitute a default under this Agreement permitting us to terminate this Agreement immediately upon notice to you.

9. DISPUTE RESOLUTION. Any dispute between the parties relating to this Agreement shall be resolved pursuant to the dispute resolution provisions set forth in the Initial Franchise Agreement executed concurrently with this Agreement. All such dispute resolution provisions are incorporated herein by reference as if full set forth in this Agreement.

10. YOUR REPRESENTATIONS. YOU HEREBY REPRESENT THAT:

(i) YOU RECEIVED (a) AN EXACT COPY OF THIS AGREEMENT AND ITS ATTACHMENTS AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE DATE ON WHICH THIS AGREEMENT IS EXECUTED; AND (b) OUR FRANCHISE DISCLOSURE DOCUMENT AT THE EARLIER OF (1) 14 CALENDAR DAYS BEFORE YOU SIGNED A BINDING AGREEMENT OR PAID ANY MONEY TO US OR OUR AFFILIATES OR (2) AT SUCH EARLIER TIME IN THE SALES PROCESS THAT YOU REQUESTED A COPY; AND

(ii) YOU ARE AWARE THAT OTHER FRANCHISEES AND AREA DEVELOPERS MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENT AND THAT OUR OBLIGATIONS AND RIGHTS WITH RESPECT TO OUR VARIOUS FRANCHISEES AND AREA DEVELOPERS MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES; AND

11. GENERAL PROVISIONS

11.1. Governing Law. This Agreement and the franchise relationship shall be governed by the laws of the State of California (without reference to its principles of conflicts of law), but any law of the State of California that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

11.2. Severability . Each section, subsection, term and provision of this Agreement, and any portion thereof, shall be considered severable.

11.3. Waivers. We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other.

11.4. Force Majeure. Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if our or your failure to perform our or your obligations results from any event of force majeure. Any delay resulting from an event of force majeure will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances. Notwithstanding the foregoing, “force majeure” will not: (a) relieve you of any payment obligations under this Agreement; or (b) excuse, or apply with respect to, any breaches resulting from an epidemic or pandemic of a contagious illness or disease or resulting from any economic or financial changes caused by such epidemic or pandemic.

11.5. Binding Effect. This Agreement is binding upon the parties to this Agreement and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

11.6. Integration. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. Any email correspondence or other form of informal electronic communication shall not be deemed to modify this Agreement unless such communication is signed by both parties and specifically states that it is intended to modify this Agreement. The attachment(s) are part of this Agreement, which, together with any Amendments or Addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Agreement. Any representations not specifically contained in this Agreement made before entering into this Agreement do not survive after the signing of this Agreement. This provision is intended to define the nature and extent of the parties' mutual contractual intent, there being no mutual intent to enter into contract relations, whether by agreement or by implication, other than as set forth above. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Agreement, would affect the economic terms of this bargain. Nothing in this Agreement is intended to disclaim any of the representations we made in the Franchise Disclosure Document. 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 (a) waiving any claims under any applicable state franchise law, including fraud in the inducement or (b) 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.

11.7. **Covenant of Good Faith**. If applicable law implies into this Agreement a covenant of good faith and fair dealing, the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law implies the covenant, you agree that: (a) this Agreement (and the relationship of the parties inherent in this Agreement) grants us discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may favorably or adversely affect your interests; (b) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees (including ourselves and our affiliates if applicable), but without considering your individual interests or the individual interests of any other particular franchisee; (c) we have no liability to you for the exercise of our discretion in this manner so long as the discretion is not exercised in bad faith; and (d) in the absence of bad faith, no trier of fact in any arbitration or litigation may substitute its judgment for our judgment so exercised.

11.8. **Rights of Parties are Cumulative**. The rights of the parties under this Agreement are cumulative and no exercise or enforcement by either party of any right or remedy under this Agreement will preclude any other right or remedy available under this Agreement or by law.

11.9. **Survival**. All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement (or the Transfer of an ownership interest in the franchise) shall continue in full force and effect subsequent to and notwithstanding its termination, expiration or Transfer and until they are satisfied in full or by their nature expire.

11.10. **Construction.** The headings in this Agreement are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to Sections refer to the Sections contained in this Agreement unless otherwise specified. All references to days in this Agreement refer to calendar days unless otherwise specified. The term "you" as used in this Agreement is applicable to one or more persons or an Entity, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine and the possessive.

11.11. **Time of Essence.** Time is of the essence in this Agreement and every term thereof.

11.12. **Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

11.13. **Notice.** All notices given under this Agreement must be provided in accordance with the Notice Provision of the Initial Franchise Agreement.

The parties to this Agreement have executed this Agreement effective as of the Effective Date first above written.

FRANCHISOR:

Go Greek Yogurt World-Wide Franchising, LLC, a Delaware limited liability company

By:___________________________________
Name:_________________________________
Its:____________________________________

YOU (If you are an entity):

______________________________________,
a(n)___________________________________
By:____________________________________
Name:_________________________________
Its:____________________________________

YOU (If you are not an entity):

____
Name:__________________________________
____
Name: _________________________________
____
Name: _________________________________
____
Name: _________________________________

ATTACHMENT "A"

TO AREA DEVELOPMENT AGREEMENT

DEAL TERMS

A. **Area Developer Details**.

Name of franchisee: [____]

Is the franchisee one or more natural persons signing in their individual capacity? **Yes**: _____ **No**: _____

Type of Entity and State of Formation* (if applicable): [____]

** If the franchisee is a business entity, each natural person holding a direct or indirect ownership interest in the business entity, and spouse of each such person, must sign a Franchise Owner Agreement concurrently with the execution of this Agreement.*

The following table includes the full name of each natural person holding a direct or indirect ownership interest in the area developer franchise (or the franchisee business entity if applicable) along with a description of their ownership interest.

Owner's Name	% Ownership Interest	Direct or Indirect (if indirect, describe nature of interest)

Notice Address: [____]

B. **Number of Go Greek Shops to Develop**.

- You are purchasing the right to develop, open and operate a total of (check applicable box):

_____ two (2) Go Greek Shops

_____ three (3) Go Greek Shops

_____ four (4) Go Greek Shops

_____ five (5) Go Greek Shops

C. Development Area.

The Development Area shall include the following geographic area:

____

____

If the boundaries that define the Development Area change during the term, the boundaries of your Development Area will remain unaffected and will continue to be defined by the boundaries that were in effect as of the Effective Date.

D. Development Schedule.

You agree to comply with the following minimum development obligations as specified in Section 4 of the Agreement:

1. The following Development Schedule applies if you purchase the right to open two (2) Go Greek Shops:

DEVELOPMENT SCHEDULE – PURCHASE OF TWO (2) GO GREEK SHOPS		
DEVELOPMENT PERIOD ENDING	NUMBER OF GO GREEK SHOPS OPENED DURING DEVELOPMENT PERIOD	CUMULATIVE NUMBER OF GO GREEK SHOPS OPENED AND IN OPERATION
12 months after Effective Date	2	2
18 months after Effective Date	1	3
Total Number of Go Greek Shops to be Developed: 2		

2. The following Development Schedule applies if you purchase the right to open three (3) Go Greek Shops:

DEVELOPMENT SCHEDULE – PURCHASE OF THREE (3) GO GREEK SHOPS		
DEVELOPMENT PERIOD ENDING	NUMBER OF GO GREEK SHOPS OPENED DURING DEVELOPMENT PERIOD	CUMULATIVE NUMBER OF GO GREEK SHOPS OPENED AND IN OPERATION
12 months after Effective Date	2	2
18 months after Effective Date	1	3
Total Number of Go Greek Shops to be Developed: 3		

3. The following Development Schedule applies if you purchase the right to open four (4) Go Greek Shops:

DEVELOPMENT SCHEDULE – PURCHASE OF FOUR (4) GO GREEK SHOPS		
DEVELOPMENT PERIOD ENDING	NUMBER OF GO GREEK SHOPS OPENED DURING DEVELOPMENT PERIOD	CUMULATIVE NUMBER OF GO GREEK SHOPS OPENED AND IN OPERATION
12 months after Effective Date	2	2
18 months after Effective Date	1	3
30 months after Effective Date	1	4
Total Number of Go Greek Shops to be Developed: 4		

4. The following Development Schedule applies if you purchase the right to open five (5) Go Greek Shops:

DEVELOPMENT SCHEDULE – PURCHASE OF FIVE (5) GO GREEK SHOPS		
DEVELOPMENT PERIOD ENDING	**NUMBER OF GO GREEK SHOPS OPENED DURING DEVELOPMENT PERIOD**	**CUMULATIVE NUMBER OF GO GREEK SHOPS OPENED AND IN OPERATION**
12 months after Effective Date	2	2
18 months after Effective Date	1	3
30 months after Effective Date	1	4
36 months after Effective Date	1	5
Total Number of Go Greek Shops to be Developed: 5		

EXHIBIT "E"

TO DISCLOSURE DOCUMENT

TABLE OF CONTENTS OF BRAND STANDARDS MANUAL

[See Attached]

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EXHIBIT "F"

TO DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

Part A (Current Franchisees)

The following table lists franchisees that were open as of December 31, 2023.

FRANCHISEES OPEN AS OF DECEMBER 31, 2023				
State	**City**	**Address**	**Phone**	**Owner Name(s)**
None				

* These franchisees are also area developers that committed to open multiple franchised businesses under the terms of an area development agreement.

The following table lists franchisees with signed franchise agreements that were not open as of December 31, 2023.

FRANCHISEES NOT OPEN AS OF DECEMBER 31, 2023				
State	**City**	**Address**	**Phone**	**Owner Name(s)**
California	Studio City	12930 Ventura Blvd, Unit 114 Studio City, California 91604	323-356-4946	Yan Yampolsky Michelle Smirnov
Florida*	Coconut Grove	3000 Florida Avenue, Suite 114 Coconut Grove, Florida 33133	845-480-1214	Jonathan Patarkatsi David Datashvili

* These franchisees are also area developers that have committed to open multiple franchised businesses under the terms of an area development agreement.

Part B (Former Franchisees Who Left System During Prior Fiscal Year)

State	City	Current Business Phone or Last Known Home Phone	Owner Name(s)
None			

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

EXHIBIT "G"

TO DISCLOSURE DOCUMENT

<u>FINANCIAL STATEMENTS</u>

[See Attached]

Go Greek Yogurt World-Wide Franchising, LLC

Independent Auditor's Report
And
Financial Statements
December 31, 2023 and 2022

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Metwally CPA PLLC
CERTIFIED PUBLIC ACCOUNTANT
1312 Norwood Dr STE 100, Bedford, Texas 76022
Cell: 214-200-5434 (Mohamed Metwally) Mmetwally@metwallycpa.com

Independent Auditor's Report

To the Members of
Go Greek Yogurt World-Wide Franchising, LLC

Opinion

We have audited the accompanying financial statements of Go Greek Yogurt World-Wide Franchising, LLC (the "Company"), which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of operations, members' equity (deficit), and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Go Greek Yogurt World-Wide Franchising, LLC as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 Go Greek Yogurt World-Wide Franchising, LLC, and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 7, Go Greek Yogurt World-Wide Franchising, LLC restated the balance sheet as of December 31, 2022 and the related statements of operations, stockholders' equity (deficit), and cash flows for the year then ended. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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 Go Greek Yogurt World-Wide Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial 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 Go Greek Yogurt World-Wide Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Go Greek Yogurt World-Wide Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

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

Metwally CPA PLLC

Metwally CPA PLLC
Bedford, Texas
April 18, 2024

Go Greek Yogurt World-Wide Franchising, LLC
Balance Sheets
December 31, 2023 and 2022

		2023		2022 (Restated)
ASSETS				
Current Assets				
Cash and cash equivalents	$	22,752	$	10,738
Accounts receivable		20,600		4,639
Due from related party		-		19,038
Total Current Assets		**43,352**		**34,415**
Non Current Assets				
Deferred income taxes		42,021		17,166
Total Non Current Assets		**42,021**		**17,166**
Total Assets	**$**	**85,373**	**$**	**51,581**
LIABILITIES AND MEMBERS' EQUITY (DEFICIT)				
Current Liabilities				
Accounts payable and accrued liabilities	$	41,266	$	6,985
Due to related parties		8,000		9,172
Deferred revenue - current portion		9,214		-
Total Current Liabilities		**58,480**		**16,156**
Long Term Liabilities				
Deferred revenue - net of current portion		73,708		-
Total Long Term Liabilities		**73,708**		**-**
Total Liabilities		**132,188**		**16,156**
Members' Equity (Deficit)				
Members' equity (deficit)		(46,815)		35,425
Total Members' Equity (Deficit)		**(46,815)**		**35,425**
Total Liabilities and Members' Equity (Deficit)	**$**	**85,373**	**$**	**51,581**

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

Go Greek Yogurt World-Wide Franchising, LLC
Statements of Operations
Years Ended December 31, 2023 and 2022

	2023	2022 (Restated)
Revenues		
Initial franchise fees	$ 49,078	$ -
Royalties	105,112	73,781
Consulting fees	18,000	-
Total Revenues	**172,190**	**73,781**
Operating Expenses		
Management fees - related parties	144,604	88,000
General and administrative	57,914	14,638
Professional fees	50,761	47,165
Advertising and marketing	14,206	5,720
Rent - related parties	11,000	-
Total Operating Expenses	**278,485**	**155,523**
Operating Income / (Loss)	**(106,295)**	**(81,741)**
Other Income / (Expense)		
Income tax benefit (expense)	24,055	17,166
Total Other Income (Expense)	**24,055**	**17,166**
Net Income / (Loss)	**$ (82,240)**	**$ (64,575)**

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

Go Greek Yogurt World-Wide Franchising, LLC
Statements of Members' Equity (Deficit)
Years Ended December 31, 2023 and 2022

Members' Equity At January 01, 2022	**$**	**-**
Members' contributions		100,000
Net income / (loss)		(64,575)
Members' Equity At December 31, 2022, as restated	**$**	**35,425**
Net income / (loss)		(82,240)
Members' Equity (Deficit) At December 31, 2023	**$**	**(46,815)**

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

Go Greek Yogurt World-Wide Franchising, LLC
Statements of Cash Flows
Years Ended December 31, 2023 and 2022

	2023	2022 (Restated)
Cash Flows From Operating Activities		
Net income / (loss)	$ (82,240)	$ (64,575)
Adjustments to reconcile net income to net cash provided by operating activities		
Deferred income taxes	(24,855)	(17,166)
Change in Assets and Liabilities		
Accounts receivable	(15,961)	(4,638)
Due from related party	19,038	(19,038)
Accounts payable and accrued liabilities	34,281	6,984
Due to related party	(1,172)	9,172
Deferred revenue	82,922	-
Net Cash Provided By (Used In) Operating Activities	**12,015**	**(89,262)**
Cash Flows From Investing Activities		
Net Cash Flows Provided By (Used In) Investing Activities	**-**	**-**
Cash Flows From Financing Activities		
Members' contributions	-	100,000
Net Cash Flows Provided By (Used In) Financing Activities	**-**	**100,000**
Net Change In Cash And Cash Equivalent During The Year	**12,015**	**10,738**
Cash and cash equivalent - beginning of the year	10,738	-
Cash And Cash Equivalent - End of The Year	**$ 22,752**	**$ 10,738**

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

Go Greek Yogurt World-Wide Franchising, LLC
December 31, 2023
Notes To Financial Statements

1. COMPANY AND NATURE OF OPERATIONS

Go Greek Yogurt World-Wide Franchising, LLC (the "Company") was formed on January 06,2022 and located in Beverly Hills, California and is owned by Go Greek Yogurt Holding Co, Inc. (75%) and Midland Fundco Ltd. (25%). The Company offers qualified individuals the right to operate a business that offer authentic Greek yogurt, made and flown in from Greece and blended with delicious and healthy fruits, vegetables, grains and other indulgent ingredients and served in biodegradable Terra Cotta pots, as well as parfaits, yogurt blends, Greek frozen yogurt and other Greek style foods, beverages and delicacies under the "Go Greek Shops" mark.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist the reader in understanding and evaluating the Company's financial statements. The financial statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of financial statements.

A. Basis of Accounting

The Company's financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP").

B. Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, cash equivalents include bank accounts and cash in transit for bank deposits with maturities of three months or less to be cash equivalents.

C. Account Receivable

Accounts Receivable arise primarily from royalty fees and initial franchise fee and are carried at their estimated collectible amounts, net of any estimated allowances for doubtful accounts. The Company provides an allowance for doubtful collections, which is based upon a review of outstanding receivables, historical collection information, existing economic conditions, and other relevant factors. The Company has determined that no allowance for doubtful accounts was necessary on December 31, 2023 and 2022.

D. Federal Income Taxes

For financial reporting purposes, the Company has elected to use the taxes payable method. Under that method, income tax expense represents the amount of income tax the Company expects to pay based on the Company's current year taxable income. Current year taxable income varies from income before current year tax expense primarily due to the use of the completed-contract method and the use of an accelerated depreciation method for tax reporting purposes. Business tax credits are applied as a reduction to the provision for federal income taxes using the flow-through method.

E. Concentration of Credit Risk

The Company maintains cash and cash equivalents with major financial institutions. At various times during the year, the total amount on deposit might exceed the $250,000 limit insured by the Federal Deposit Insurance Corporation (FDIC). The Company believes that it mitigates credit risk by depositing cash with financial institutions having high credit ratings.

F. Use of Estimates

The preparation of our Company's financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues, costs, and expenses during the reporting period. Actual results could differ significantly from those estimates. It is at least reasonably possible that a change in the estimates will occur in the near term.

G. Revenue Recognition

Revenue is recognized in accordance with ASC Topic 606, Revenue from Contracts with Customers. The Company adopted ASU 2021-02 Franchisors - Revenue from Contracts with Customers (Subtopic 952-606) effective with the application of ASC Topic 606. The ASU provides a practical expedient to ASU2014-09 Revenue from contracts with Customers (Topic 606). The new guidance allows franchisors to simplify the application of the guidance about identifying performance obligations for franchisors that perform pre-opening services by allowing a franchisor to account for pre-opening services as distinct if they are consistent with those included in a predefined list of pre-opening services.

<u>Franchise Fees</u>
The franchise arrangement between the Company and each franchise owner is documented in the form of a franchise agreement and, in select cases, a development agreement. The franchise arrangement requires the Company as franchisor to perform various activities to support the brand and does not involve the direct transfer of goods and services to the franchise owner as a customer. Activities performed by the Company before opening are distinguished from the franchise license. Therefore, the Company recognizes franchise fees as two performance obligations. The nature of the Company's promise in granting the franchise license is to provide the franchise owner with access to the brand's intellectual property over the term of the franchise arrangement.

The transaction price in a standard franchise arrangement consists of (a) franchise/development fees; (b) Marketing, brand development and royalties Fees and (c) IT Fees; (d) Annual Conference Fees. The Company utilize ASC 606 five-stops revenue recognition model as follows:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to the performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

The terms of the Company's franchise agreement will be as follows:

- The Company will grant the right to use the Company name, trademark, and system in the franchisee's franchise development business.
- The franchisee is obligated to pay a non-refundable initial franchise fee.
- The franchisee is obligated to pay weekly royalties, marketing, IT, and annual conference fees. Certain other fees are also outlined in the agreement.

Franchise revenues are recognized by the Company from the following different sources: The Company recognizes franchise fees as two (2) performance obligations. The first, pre-opening services, including access to manuals, assistance in site selection, and initial training, have been determined to be distinct services offered to franchisees. Pre-opening services are earned over a period of time using an input method of completion based on costs incurred for each franchisee at the end of each year.

The second, access to the franchise license, has been determined to be distinct. The amount allocated to the franchise license is earned over time as performance obligations are satisfied due to the continuous transfer of control to the franchisee. Franchise and development fees are paid in advance of the franchise opening, typically when entering into a new franchise or development agreement. Fees allocated to the franchise license are recognized as revenue on a straight-line basis over the term of each respective franchise agreement. Initial franchise agreement terms are typically 10 years while successive agreement terms are typically 10 years.

Variable Considerations

Franchise agreements contain variable considerations in the form of royalty fees and brand development (advertising). These fees are based on franchisee sales and are recorded as revenue and recognized as these services are delivered because the variable payment relates specifically to the performance obligation of using the license. The Company collects funds from franchisees to manage the brand level advertising, marketing, and development program. The fee is based on a percentage of the gross sales less any amount paid towards sales tax, payable weekly.

Contracts Assets and Liabilities Balances

The Company incurs costs that are directly attributable to obtaining a contract, for example, commission fees, broker fees, and referral fees. Under ASC 606, costs that are directly associated with obtaining a contract are to be capitalized and recognized over the term of the agreement. Capitalized costs are included in deferred expenses on the accompanying balance sheet. As such, direct franchise license costs are recognized over the franchise and renewal term, which is the performance obligation, and is typically the franchise agreement's term. If a customer is terminated, the remaining deferred expense will be recognized as expenses.

Deferred revenue consists of the remaining initial franchise fees to be amortized over the life of the franchise agreements. Deferred revenue is a result of the collection of the initial franchise fee at the time of the signing of the franchise agreement and will fluctuate each year based on the number of franchise agreements signed.

H. Advertising and Marketing

Advertising and marketing costs are charged to operations in the period incurred.

I. Recent Accounting Pronouncements

FASB ASU No. 2016-02 – Leases (Topic 842) is effective for the calendar year 2022. The standard requires lessees to recognize right-of-use assets and liabilities for most leases with terms longer than twelve months. The Company has evaluated the impact of this standard on its financial statements and determined that it doesn't have any lease that meet the requirement to recognize a right-of-use asset and liability because the Company doesn't have any long-term leases.

J. Reclassifications

Certain reclassifications have been made to 2022 financial statements to conform to the 2023 presentation. There were no changes to previously reported member's equity or net income because of the reclassifications.

3. CASH AND CASH EQUIVALENTS

The Company maintains its cash balance in U.S. noninterest-bearing transaction accounts which are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. On December 31, 2023 and 2022 the Company's cash balance didn't exceed the FDIC insurance limits.

The Company considers all cash in the bank and investments in highly liquid debt instruments with maturities of three months or less to be cash equivalents. As of December 31, 2023 and 2022 the Company had approximately $22,752 and $10,738 respectively in cash in its bank accounts. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash.

4. ACCOUNT RECEIVABLE

As of December 31, 2023 and 2022, Account Receivable consisted of the following:

	2023	2022
Royalty receivable	$ 7,100	$ 4,639
Franchise fee receivable	13,500	-
Total Accounts Receivable	**$ 20,600**	**$ 4,639**

5. RELATED PARTY TRANSACTIONS

The Company has common ownership with Midland Fundco, LLC and GGY Franchise, LLC. The related parties' balances represent costs paid on behalf of the Company for management fees, rent expenses, and travel expenses.
The related parties' receivable balance represents royalty fees income owed to this Company from its related parties.

As of December 31, 2023 and 2022 related parties transactions consist of the following:

	2023	2022
Due from related parties	$ -	$ 19,038
Due to related parties	(8,000)	(9,172)
Management fees - related party	144,604	88,000
Rent expense - related party.	$ 11,000	$ -

6. INCOME TAX

The following table shows the components of the deferred tax (assets) liabilities as of December 31, 2023 and 2022:

	2023	2022
Payable		
Federal	$ -	$ -
State	800	-
Total Prepaid	**$ 800**	**$ -**
Deferred liability (asset)		
Federal	$ (42,021)	$ (17,166)
Provision (Benefit) Current		
Federal	-	-
State	800	-
Total Current	**800**	**-**
Provision (Benefit) Deferred		
Federal	(22,860)	(17,166)
State	(1,995)	-
Total Deferred	**(24,855)**	**(17,166)**
Total provision for (Benefit from) income taxes	**$ (24,055)**	**$ (17,166)**
Deferred tax liability (asset) is comprised of the following:		
Deferred tax asset - Net operating loss	$ -	$ -
Deferred tax liability - Deferred revenue -federal	(40,026)	(17,166)
Deferred tax liability - Deferred revenue -state	(1,995)	-
Deferred tax liability (asset)	**$ (42,021)**	**$ (17,166)**

Income tax expense (Benefit) consists of the following for the year ended December 31, 2023 and 2022:

	2023	2022
Income tax (expense) / refund	$ -	$ -
Deferred income tax (expense) / benefit	(24,055)	(17,166)
Income tax expense	**$ (24,055)**	**$ (17,166)**

7. RESTATEMENT

The Company didn't recognize the tax benefit of its NOL (Net Operation Loss) for the year ended December 31, 2022, nor did it book its deferred tax assets or tax benefits.

In 2022, the Company recognized $17,166 in deferred tax assets and income tax benefit of $17,166.

Balance sheet as of December 31, 2022

	Previously Reported	Adjustments	As restated
Deferred income taxes	$ -	$ 17,166	$ 17,166
Members' equity (deficit)	18,258	17,166	35,425

Statement of operations for the year ended December 31, 2022

	Previously Reported	Adjustments	As restated
Income tax benefit (expense)	$ -	$ 17,166	$ 17,166
Net Income / (Loss)	(81,742)	17,166	(64,575)

Statement of cash flows for the year ended December 31, 2022

	Previously Reported	Adjustments	As restated
Net Income / (Loss)	$ (81,742)	$ 17,166	$ (64,575)
Deferred income taxes	-	(17,166)	(17,166)

8. ADVERTISING EXPENSES

Advertising and marketing costs for the years ended December 31, 2023 and 2022, were $14,206 and $5,720 respectively. These costs were expensed as incurred.

9. REVENUE FROM CONTRACTS WITH CUSTOMERS

Disaggregation of Revenue

Information regarding revenues disaggregated by the timing of when goods and services are transferred consist of the following for the years ended December 31:

	2023	2022
Revenue recognized over time	$ 49,078	$ -
Revenue recognized at a point in time	123,112	73,781
Total Revenue	**$ 172,190**	**$ 73,781**

The following table provides information about the change in the franchise contract liability balances during the years ended December 31, 2023 and 2022, respectively. Franchise contract liability is included in deferred revenue on the accompanying balance sheets.

	2023	2022
Beginning balance	$ -	$ -
Additional deferred revenue	132,000	-
Revenue recognized – additional deferred revenue	(49,078)	-
Deferred revenue	**82,922**	-
Less: current maturities	(9,214)	-
Deferred Revenue, net of current maturities	**$ 73,708**	**$ -**

10. SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 18, 2024, which is the date the financial statements were available to be issued. The Company did not have any material recognizable subsequent events that would require adjustment to, or disclosure in, the financial statements.

Go Greek Yogurt World-Wide Franchising, LLC

Independent Auditor's Report
And
Financial Statements
Period from January 06, 2022 (Inception) to December 31, 2022

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Metwally CPA PLLC
CERTIFIED PUBLIC ACCOUNTANT
4500 Mercantile Plaza Dr STE 300, Fort Worth TX 76137
Cell: 214-200-5434 (Mohamed Metwally) Mmetwally@metwallycpa.com

Independent Auditor's Report

To the Members of
Go Greek Yogurt World-Wide Franchising, LLC
Beverly Hills, California

Opinion

We have audited the accompanying financial statements of Go Greek Yogurt World-Wide Franchising, LLC (a Delaware limited liability Company), which comprise the balance sheet as of December 31, 2022, and the related statements of operations, members' equity, and cash flows for the period from January 06, 2022 to December 31, 2022, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Go Greek Yogurt World-Wide Franchising, LLC as of December 31, 2022, and the results of its operations and its cash flows for the period from January 06, 2022 to December 31, 2022 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 Go Greek Yogurt World-Wide Franchising, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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 Go Greek Yogurt World-Wide Franchising, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial 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 Go Greek Yogurt World-Wide Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Go Greek Yogurt World-Wide Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

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

Metwally CPA PLLC

Metwally CPA PLLC
Fort Worth, Texas
March 27, 2023

Go Greek Yogurt World-Wide Franchising, LLC
Balance Sheet
December 31, 2022

		2022
ASSETS		
Current Assets		
Cash and cash equivalents	$	10,738
Accounts receivable		4,639
Due from related party		19,038
Total Current Assets		**34,415**
Non Current Assets		
Total Non Current Assets		**-**
Total Assets	**$**	**34,415**
LIABILITIES AND MEMBERS' EQUITY		
Current Liabilities		
Accounts payable and accrued liabilities	$	6,985
Due to related parties		9,172
Total Current Liabilities		**16,156**
Long Term Liabilities		
Total Long Term Liabilities		**-**
Total Liabilities		**16,156**
Members' Equity		
Members' equity		18,258
Total Members' Equity		**18,258**
Total Liabilities and Members' Equity	**$**	**34,415**

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

Go Greek Yogurt World-Wide Franchising, LLC

Statement Of Operations

Period From January 06, 2022 to December 31, 2022

	2022
Revenues	
Royalties	$ 73,781
Total Revenues	**73,781**
Operating Expenses	
Advertising and marketing	5,720
Professional fees	47,165
Management fees - related parties	88,000
General and administrative	14,638
Total Operating Expenses	**155,523**
Operating Income / (Loss)	**(81,742)**
Net Income / (Loss)	**$ (81,742)**

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

Go Greek Yogurt World-Wide Franchising, LLC
Statement Of Members' Equity
Period From January 06, 2022 to December 31, 2022

Members' Equity At January 01, 2022	**$**	**-**
Members' contributions		100,000
Net income / (loss)		(81,742)
Members' Equity At December 31, 2022	**$**	**18,258**

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

Go Greek Yogurt World-Wide Franchising, LLC

Statement Of Cash Flows

Period From January 06, 2022 to December 31, 2022

		2022
Cash Flows From Operating Activities		
Net income / (loss)	$	(81,742)
Adjustments to reconcile net income to net cash provided by operating activities		
Change in operating activities		
Change in accounts receivables		(4,639)
Change in accounts payable and accrued liabilities		6,985
Change in due from related party		(19,038)
Change in due to related party		9,172
Net Cash Provided By (Used In) Operating Activities		**(89,262)**
Cash Flows From Investing Activities		
Members' contributions		100,000
Net Cash Flows Provided By (Used In) Investing Activities		**100,000**
Cash Flows From Financing Activities		
Net Cash Flows Provided By (Used In) Financing Activities		**-**
Net Change In Cash And Cash Equivalent During The Period		**10,738**
Cash and cash equivalent - beginning of the period		-
Cash And Cash Equivalent - End of The Period	**$**	**10,738**

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

Go Greek Yogurt World-Wide Franchising, LLC
December 31, 2022
Notes To Financial Statements

1. COMPANY AND NATURE OF OPERATIONS

Go Greek Yogurt World-Wide Franchising, LLC (the "Company") was formed on January 06,2022 and located in Beverly Hills, California and is owned by Go Greek Yogurt Holding Co, Inc. (75%) and Midland Fundco Ltd. (25%). The Company offers qualified individuals the right to operate a business that provides Go Greek frozen and fresh Greek yogurt and toppings. The Company offers individual unit franchises and area development franchises for the development of multiple units within a designated territory.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist the reader in understanding and evaluating the Company's financial statements. The financial statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of financial statements.

A. Basis of Accounting

The Company's financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP").

B. Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, cash equivalents include bank accounts and cash in transit for bank deposit with maturities of three months or less to be cash equivalents.

C. Account Receivable

Accounts Receivable arise primarily from royalty receivable and are carried at their estimated collectible amounts, net of any estimated allowances for doubtful accounts. The Company provides an allowance for doubtful collections, which is based upon a review of outstanding receivables, historical collection information, existing economic conditions, and other relevant factors. The Company has determined that no allowance for doubtful accounts was necessary on December 31, 2022.

D. Federal Income Taxes

The Company and its members have elected to be treated as a partnership under the provisions of the Internal Revenue Code (IRC). Therefore, any taxable income earned by the Company is included in the individual tax returns of its members. Accordingly, net income presented in the financial statements does not include a provision for income taxes. The net income presented will include state-imposed taxes and fees as applicable.

E. Use of Estimates

The preparation of our Company's financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of our financial statements and the reported amounts of revenues, costs, and expenses during the reporting period. Actual results could differ significantly from those estimates. Significant estimates include our provisions for bad debts, franchisee rescissions and refunds, and legal estimates. It is at least reasonably possible that a change in the estimates will occur in the near term.

F. Revenue Recognition

Revenue is recognized in accordance with ASC Topic 606, Revenue from Contracts with Customers. The Company adopted ASU 2021-02 Franchisors - Revenue from Contracts with Customers (Subtopic 952-606) effective with the application of ASC Topic 606. The ASU provides a practical expedient to ASU2014-09 Revenue from contracts with Customers (Topic 606). The new guidance allows franchisors to simplify the application of the guidance about identifying performance obligations for franchisors that perform pre-opening services by allowing a franchisor to account for pre-opening services as distinct if they are consistent with those included in a predefined list of pre-opening services.

Franchise Fees

The franchise arrangement between the Company and each franchise owner is documented in the form of a franchise agreement and, in select cases, a development agreement. The franchise arrangement requires the Company as franchisor to perform various activities to support the brand and does not involve the direct transfer of goods and services to the franchise owner as a customer. Activities performed by the Company before opening are distinguished from the franchise license. Therefore, the Company recognizes franchise fees as two performance obligations. The nature of the Company's promise in granting the franchise license is to provide the franchise owner with access to the brand's intellectual property over the term of the franchise arrangement.

The transaction price in a standard franchise arrangement consists of (a) franchise/development fees; (b) Marketing, brand development and royalties Fees and (c) IT Fees; (d) Annual Conference Fees. The Company utilize ASC 606 five-stops revenue recognition model as follows:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to the performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

The terms of the Company's franchise agreement will be as follows:

- The Company will grant the right to use the Company name, trademark and system in the franchisee's franchise development business.
- The franchisee is obligated to pay a non-refundable initial franchise fee.
- The franchisee is obligated to pay a monthly royalties, marketing, IT, and annual conference fees. Certain other fees are also outlined in the agreement.

Franchise revenues are recognized by the Company from the following different sources: The Company recognizes franchise fees as two (2) performance obligations. The first, pre-opening services, including access to manuals, assistance in site selection, and initial training, have been determined to be distinct services offered to franchisees. Pre-opening services are earned over a period of time using an input method of completion based on costs incurred for each franchisee at the end of each year.

The second, access to the franchise license, has been determined to be distinct. The amount allocated to the franchise license is earned over time as performance obligations are satisfied due to the continuous transfer of control to the franchisee. Franchise and development fees are paid in advance of the franchise opening, typically when entering into a new franchise or development agreement. Fees allocated to the franchise license are recognized as revenue on a straight-line basis over the term of each respective franchise agreement. Initial franchise agreement terms are typically 10 years while successive agreement terms are typically 10 years.

Variable Considerations

Franchise agreements contain variable considerations in the form of royalty fees and brand development (advertising). These fees are based on franchisee sales and are recorded as revenue and recognized as these services are delivered because the variable payment relates specifically to the performance obligation of using the license. The Company collects funds from franchisees to manage the brand level advertising, marketing, and development program. The fee is based on a percentage of the gross sales less any amount paid towards sales tax, payable weekly.

Contracts Assets and Liabilities Balances

The Company incurs costs that are directly attributable to obtaining a contract, for example, commission fees, broker fees, and referral fees. Under ASC 606, costs that are directly associated with obtaining a contract are to be capitalized and recognized over the term of the agreement. Capitalized costs are included in deferred expenses on the accompanying balance sheet. As such, direct franchise license costs are recognized over the franchise and renewal term, which is the performance obligation, and is typically the franchise agreement's term. If a customer is terminated, the remaining deferred expense will be recognized to expenses.

Deferred revenue consists of the remaining initial franchise fees to be amortized over the life of the franchise agreements. Deferred revenue is a result of the collection of the initial franchise fee at the time of the signing of the franchise agreement and will fluctuate each year based on the number of franchise agreements signed.

G. Advertising and Marketing

Advertising and marketing costs are charged to operations in the period incurred.

H. Recent Accounting Pronouncements

FASB ASU No. 2016-02 – Leases (Topic 842) is effective for the calendar year 2022. The standard requires lessees to recognize right-of-use assets and liabilities for most leases with terms longer than twelve months. The Company has evaluated the impact of this standard on its financial statements and determined that it doesn't have any lease that meet the requirement to recognize a right-of-use asset and liability because the Company doesn't have any long-term leases.

3. CASH AND CASH EQUIVALENT

The Company maintains cash and cash equivalents with major financial institutions. The account is insured by the Federal Deposit Insurance Corporation (FDIC) for up to $250,000. As of December 31, 2022, the Company's cash balance doesn't exceed the FDIC insurance limits.
The Company considers all cash in the bank and investments in highly liquid debt instruments with maturities of three months or less to be cash equivalents.
The Company has approximately $10,738 in cash in its operating bank account.

4. ACCOUNTS RECEIVABLES

As of December 31, 2022, Accounts Receivables consisted of the following:

	2022
Royalties receivable	$4,639

5. RELATED PARTIES TRANSACTIONS

The Company has a common ownership with Midland Fundco and GGY Franchise, LLC. The related parties' balances represent amounts payable for costs paid on behalf of the Company For Management fees and travel expenses. Related parties receivable balance represents amount owed to the Company from its related parties in consideration of Royalty Fee Income paid to Midland Fundco which is owned by the Company's members.

As of December 31, 2022 related parties transactions consists of the following:

	2022
Due from related parties	$19,038
Due to related parties	(9,172)
Management Fees	$88,000

6. ADVERTISING EXPENSES

Advertising and marketing costs for the period from January 06, 2022 to December 31, 2022, was $5,720.

7. SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 27, 2023, which is the date the financial statements were available to be issued. The Company did not have any material recognizable subsequent events that would require adjustment to, or disclosure in, the financial statements.

EXHIBIT "H"

TO DISCLOSURE DOCUMENT

<u>OTHER AGREEMENTS</u>

EXHIBIT "H"-1

<u>STATE ADDENDA</u>

[See Attached]

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS,

AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR

Go Greek Yogurt World-Wide Franchising, LLC

BACKGROUND AND PURPOSE

The following modifications are made to the Go Greek Yogurt Franchise Disclosure Document ("FDD" or "Disclosure Document") issued by Go Greek Yogurt World-Wide Franchising, LLC ("we" or "us" or "franchisor") to franchisee ("you" or "franchisee") and may supersede, to the extent required by applicable state law, certain portions of the Franchise Agreement between you and us dated __________________________, 202__ (the "Franchise Agreement"). When the term "Supplemental Agreements" is used, it means any area development agreement, area representative agreement, master franchise agreement, or similar agreement entered into between us and you, if applicable.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement, Supplemental Agreements and other documents related to the sale of a franchise. This State-Specific Addendum ("State Addendum") will modify these agreements to comply with the applicable state's laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum (but only the State Addendum for the applicable State) will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements. If you sign this State Addendum, only the terms applicable to the state or states whose franchise laws apply to your transaction will govern. If you sign this State Addendum, but none of the state franchise laws listed above applies because their jurisdictional requirements have not been met, then this State Addendum will be void and inapplicable to you.

CALIFORNIA

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the Disclosure Document at least 14 days prior to execution of agreement.

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

3. Neither the franchisor nor any person or franchise broker in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

4. The earnings claims figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchise business. Franchisees or former franchisees listed in the Disclosure Document may be one source of this information.

5. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Franchise Agreement or Supplemental Agreement restricting venue to a forum outside the State of California.

6. The Franchise Agreement and Supplemental Agreements may provide for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

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

8. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.

9. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

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

11. OUR WEBSITE (www.gogreekyogurt.com) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION AT https://dfpi.ca.gov/.

12. The following is added to the **Special Risks to Consider About *This* Franchise** page:

    "2. Financial Condition. Franchisor is undercapitalized (see Item 21) and may not be able to meet preopening obligations to all franchisees.

3. 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.

4. Personal Guarantee. Franchisee owners (of at least 20% of the business) and their spouses must sign a personal guarantee, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guarantee will place your and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails."

13. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

14. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

HAWAII

1. The following is added to the Cover Page:

   THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS FRANCHISE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.

   THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU OR SUBFRANCHISOR AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

   THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH US AND YOU.

2. Our registered agent in the state authorized to receive service of process:

   Commissioner of Securities of the State of Hawaii
   Department of Commerce and Consumer Affairs
   Business Registration Division
   335 Merchant Street, Room 203
   Honolulu, Hawaii 96813

3. The states in which this filing is effective are listed on the Exhibit to the FDD titled "State Effective Dates".

4. The states in which this filing is or will be shortly on file include the following: ________________________________

5. The states, if any, which have refused, by order or otherwise, to register these franchises include the following: ________________________________

6. The states, if any, which have revoked or suspended the right to offer these franchises include the following: ________________________________

7. The states, if any, in which the filing of these franchises has been withdrawn include the following: ________________________________

ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705, the Disclosure Document and the Franchise Agreement and Supplemental Agreements are amended as follows:

1. Illinois law shall apply to and govern the Franchise Agreement and Supplemental Agreements.

2. In accordance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement and Supplemental Agreements that designated jurisdiction and venue in a forum outside of the State of Illinoi is void. However, the Franchise Agreement and Supplemental Agreements may provide for arbitration to take place outside of Illinois.

3. Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. The Franchise Agreement and Supplemental Agreements are amended to state the following:

   "To the extent that any provision in the Illinois State Addendum is inconsistent with any provision in this Agreement, the provision in the Illinois State Addendum shall control."

6. The Disclosure Document, Franchise Agreement and Area Development Agreement are amended to add the following:

   "All fees referenced in the Franchise Agreement and Area Development Agreement are subject to deferral pursuant to order of the Illinois Attorney General's Office. Accordingly, you will pay no fees to us until we have completed all of our material pre-opening responsibilities to you and you commence operating the franchised business. The Illinois Attorney General's Office imposed this deferral requirement due to franchisor's financial condition."

See the last page of this Exhibit H-1 for your signature.

INDIANA

In recognition of the requirements of the Indiana Franchise Disclosure Law, IC 23-2-2-2.5, the Franchise Agreement and Supplemental Agreements are amended as follows:

1. The laws of the State of Indiana supersede any provisions of the Disclosure Document, Franchise Agreement and Supplemental Agreements if such provisions are in conflict with Indiana law.

2. The Franchise Agreement and Supplemental Agreements are amended to provide that such agreements will be construed in accordance with the laws of the State of Indiana.

3. Any provision in the Franchise Agreement which designates jurisdiction or venue, or requires the franchisee to agree to jurisdiction or venue, in a forum outside of Indiana, is deleted from any Franchise Agreement and Supplemental Agreement issued in the State of Indiana.

4. The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as material breach of the Franchise Agreement or Supplemental Agreement (as applicable), shall supersede the provisions of the Franchise Agreement or Supplemental Agreement (as applicable) in the State of Indiana to the extent they may be inconsistent with such prohibition.

5. Liquidated damages and termination penalties are prohibited by law in the State of Indiana and, therefore, the Disclosure Document, the Franchise Agreement and Supplemental Agreements are amended by the deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein:

    Notwithstanding any such termination, and in addition to the obligations of the franchisee as otherwise provided, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, the franchisee nevertheless shall be, continue and remain liable to franchisor for any and all damages which franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on the part of the franchisee for the unexpired Term of the Franchise Agreement.

    At the time of such termination of the Franchise Agreement, the franchisee covenants to pay to franchisor within 10 days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Term of the Franchise Agreement. This Agreement does not constitute a waiver of the franchisee's right to a trial on any of the above matters.

6. No release language set forth in the Disclosure Document or Franchise Agreement or Supplemental Agreement shall relieve franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana. Any provision in the Franchise Agreement or Supplemental Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law (the "Maryland Franchise Law"), the Disclosure Document is amended as follows:

1. Item 17 of the Disclosure Document is amended to add the following:

   a. The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply any liability under the Maryland Franchise Registration and Disclosure Law.

   b. A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

   c. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

   d. In the event of a conflict of laws to the extent required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.

   e. The Franchise Agreement and Supplemental Agreements provide for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

2. The Franchise Disclosure Questionnaire, which is attached as an Exhibit to the Disclosure Document, is amended as follows:

   All representations requiring prospective franchisees to assent to the release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

   In recognition of the requirements of the Maryland Franchise Law, the Franchise Agreement and Supplemental Agreements are amended to add the following:

3. Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise.

4. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Law.

5. You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Law.

6. The Franchise Questionnaire that you completed in connection with your application for the franchise requires you, as a prospective franchisee, to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Law as a condition to your purchase of the franchise. Any such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Law.

7. Any acknowledgements or representations by you that disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Law are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Law.

8. Nothing in the Franchise Agreement, Supplemental Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

MICHIGAN

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

Each of the following provisions is void and unenforceable if contained in any document relating to a franchise:

(j) A prohibition on the right of a franchisee to join an association of franchisees.

(k) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

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

(m) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

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

(o) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

(v) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(vi) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

MINNESOTA

In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. Minnesota Rule 2860.4400(D) prohibits us from requiring you to assent to a general release.

2. We will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement or Supplemental Agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

3. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statues, chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. In addition, we will comply with the provisions of Minnesota Rule 2860.4400(J), which state that you cannot waive any rights, you cannot consent to our obtaining injunctive relief, we may seek injunctive relief, and a court will determine if a bond if required.

4. We will comply with Minnesota Statute Section 80C.12, Subd. 1(g), which requires that we protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

5. We will comply with Minnesota Statute Section 80C.17, Subd. 5 regarding limitation of claims.

NEW YORK

In recognition of the requirements of the General Business Laws of the State of New York, Article 33, §§680 through 695, the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

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

   INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR 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 THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. 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 of the Disclosure Document:

   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.

3. 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.

4. 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.

5. 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.

NORTH DAKOTA

In recognition of the requirements of the North Dakota Franchise Investment Law (the "North Dakota Franchise Law"), the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. Covenants not to compete are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Law. Item 17(r) of the Disclosure Document and certain provisions in the Franchise Agreement and Supplemental Agreements include certain covenants restricting competition to which you must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statue, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Law. The Disclosure Document, Franchise Agreement and Supplemental Agreements are amended accordingly to the extent required by law.

2. Provisions requiring arbitration or mediation to be held at a location that is remote from the site of the franchisee's business are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, the parties must agree on the site where arbitration or mediation will be held.

3. Provisions requiring jurisdiction in a state other than North Dakota are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

4. Provisions requiring that agreements be governed by the laws of a state other than North Dakota are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

5. Provisions requiring your consent to liquidated or termination damages are generally considered unenforceable in the State of North Dakota, pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law.

6. Provisions requiring you to sign a general release upon renewal of the franchise agreement have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

7. Provisions requiring you to pay all costs and expenses incurred by us in enforcing the franchise agreement have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, any such provision is modified to read that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

8. Provisions requiring you to consent to a waiver of trial by jury have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

9. Provisions requiring you to consent to a limitation of claims within one year have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Accordingly, any such provision is modified to read that the statute of limitations under North Dakota Law will apply.

10. Provisions requiring you to consent to a waiver of exemplary and punitive damages have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Invest Law.

RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act (the "Rhode Island Franchise Law"), the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. We will not require that you prospectively assent to a waiver, condition, stipulation, or provision that purports to relieve any person from liability imposed by the Rhode Island Franchise Law. This provision does not apply to the settlement of disputes, claims, or civil lawsuits brought under the Rhode Island Franchise Law.

2. Section 19-28.1-14 of the Rhode Island Franchise Law provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." If a claim is enforceable under the Rhode Island Franchise Law, we will not restrict jurisdiction or venue to a forum outside the State of Rhode Island or require the application of the laws of another state.

3. We will not prohibit you from joining a trade association or association of franchisees. We will not retaliate against you for engaging in these activities.

4. Any provision in the Franchise Agreement that limits the time period in which you may assert a legal claim against us under the Rhode Island Franchise Law is amended to provide for a four (4) year statute of limitations for purposes of bringing a claim arising under the Rhode Island Franchise Law. Notwithstanding the foregoing, if a rescission offer has been approved by the Rhode Island director of business registration, then the statute of limitations is ninety (90) days after your receipt of the rescission offer.

VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act, the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. Item 17 of the Disclosure Document is amended to add the following:

    Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement or Supplemental 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.

    Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee/area developer to surrender any right given to him under the applicable agreement.

2. If any provision of the Franchise Agreement or any Supplemental Agreement involves the use of undue influence by the franchisor to induce a franchisee/area developer to surrender any rights given to him under the applicable agreement, that provision may not be enforceable.

3. We will not require that you prospectively assent to a waiver, condition, stipulation, or provision that purports to relieve any person from liability imposed by the Virginia Retail Franchising Act. This provision does not prohibit you and us from entering into binding arbitration consistent with the Virginia Retail Franchising Act.

4. Any provision in the Franchise Agreement or Supplemental Agreement that limits the time period in which you may assert a legal claim against us under the Virginia Retail Franchising Act is amended to provide for a four (4) year statute of limitations for purposes of bringing a claim arising under the Virginia Retail Franchising Act.

5. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it shall be unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement or Supplemental 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.

6. The "Special Risks to Consider About This Franchise" page, has been amended to include the following risk factors:

    "2. **Spousal Liability.** Your spouse may be required to 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 your franchise fails."

    3. **Estimated Initial Investment.** The franchisee will be required to make an estimated initial investment ranging from $367,550 to $800,650. This amount exceeds the franchisor's stockholders equity as of December 31, 2023, which is ($46,815)."

WASHINGTON

In recognition of the requirements of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, the Disclosure Document, Franchise Agreement and Supplemental Agreements are amended as follows:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, will prevail.

2. RCW 19.100.180 may supersede the Franchise Agreement and Supplemental Agreements 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 and Supplemental Agreements in your relationship with the franchisor including the areas of termination and renewal of your franchise.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. 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.

5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. 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.

8. All fees payable to us under the terms of the Franchise Agreement and Area Development Agreement are subject to deferral pursuant to order of the State of Washington. Accordingly, you shall pay no fees to us until we have completed all of our material pre-opening responsibilities to you and commence operating the franchised business under the Franchise Agreement or commence operating the first franchised business established under the Area Development Agreement. Because the Franchisor has material pre-opening obligations with respect to each franchised business the Franchisee opens under the Area Development Agreement, the State of Washington will require that the franchise fees be released proportionally with respect to each franchised business.

9. Item 6 of the Franchise Disclosure Document is amended to replace the text within the Amount column of the Securities Offering Review Fees row with the following:

"*[ADA]*
Our actual costs to review the offering materials"

10. Section 21.5 of the Franchise Agreement shall be amended to delete the third sentence and replace it with the following:

> "No officer or employee or agent of Franchisor has any authority to make any representation or promise not included in this Agreement .

11. Section 11.7 of the Area Development Agreement shall not apply to Washington franchisees.

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement and Supplement Agreements (if applicable) if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

(Signatures on following page)

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states ("**Addenda**") is checked as an "Applicable Addenda" below, then that Applicable Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement, Supplemental Agreements (if applicable) and any other specified agreement(s) entered into by us and the undersigned franchisee. To the extent any terms of an applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement, Supplemental Agreement (if applicable) and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

☐ California

☐ Hawaii

☐ Illinois

☐ Indiana

☐ Maryland

☐ Michigan

☐ Minnesota

☐ New York

☐ North Dakota

☐ Rhode Island

☐ South Dakota

☐ Virginia

☐ Washington

☐ Wisconsin

Dated: ____________________, 202____

FRANCHISOR:

Go Greek Yogurt World-Wide Franchising, LLC

By: _________________________________

Title: ________________________________

FRANCHISEE:

____

By: _________________________________

Title: ____

EXHIBIT "H"-2

<u>FRANCHISEE DISCLOSURE QUESTIONNAIRE</u>

[See Attached]

MAY NOT BE SIGNED OR USED IF FRANCHISEE RESIDES WITHIN, OR THE FRANCHISED BUSINESS WILL BE LOCATED WITHIN, A FRANCHISE REGISTRATION STATE[1]

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know Go Greek Yogurt World-Wide Franchising, LLC ("we" or "us), and you are preparing to enter into a Franchise Agreement for the operation of a Go Greek Yogurt franchise. We require that you complete this Questionnaire (a) so that we can determine whether our franchise sales team followed proper sales procedures and (b) to provide us with reasonable assurance that, prior to signing the Franchise Agreement, you have had an adequate opportunity to review the Franchise Disclosure Document and its attachments, consult with legal and/or business advisors of your choosing, and ask us questions about any disclosures or terms that you do not understand. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question.

Yes__ No__ 1. Have you received from us and personally reviewed the Franchise Agreement and, if applicable, Area Development Agreement ("ADA"), together with all attachments to those agreements?

[If you answer "no," please explain in Explanation Section]

Yes__ No__ 2. Have you received from us and personally reviewed a Franchise Disclosure Document ("FDD")?

[If you answer "no," please explain in Explanation Section]

Yes__ No__ 3. Did you sign a receipt for the FDD indicating the date you received it?

Yes__ No__ 4. Do you understand all the information contained in the FDD, Franchise Agreement and ADA (if applicable)?

[If you answer "no," please identify any information you don't understand in Explanation Section]

Yes__ No__ 5. Did you receive the FDD at least 14 calendar days before signing any agreement relating to the franchise (other than an NDA) or paying any money?

Yes__ No__ 6. Did you receive a complete execution copy of the Franchise Agreement at least seven (7) calendar days before you signed it?

Yes__ No__ 7. Have you reviewed the FDD, Franchise Agreement and ADA (if applicable) with a lawyer, accountant or other professional advisor?

Yes__ No__ 8. Have you discussed the benefits and risks of developing and operating a Go Greek Yogurt franchise with an existing Go Greek Yogurt franchisee?

Yes__ No__ 9. Do you understand the risks of developing and operating a Go Greek Yogurt franchise?

Yes__ No__ 10. Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors?

Yes__ No__ 12. Do you understand that the Franchise Agreement, ADA (if applicable) and the attachments to those agreements contain the entire agreement between us and you concerning the franchise for the Go Greek Yogurt franchise, meaning any prior oral or written statements not set out in the Franchise Agreement, ADA or the attachments will not be binding?

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[1] Registration states include California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

Yes__ No__ 13. Did any of our employees or representatives, or any person speaking on our behalf, make any statement or promise regarding the costs involved in operating a Go Greek Yogurt franchise that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

[If you answer "yes," please describe the statement or promise in Explanation Section]

Yes__ No__ 14. Did any of our employees or representatives, or any person speaking on our behalf, make any statement or promise regarding the training, assistance or support that will be provided to you that is not contained in the FDD or that is contrary to, or different from, the information in the FDD?

[If you answer "yes," please describe the statement or promise in Explanation Section]

Yes__ No__ 15. Did any of our employees or representatives, or any person speaking on our behalf, make any statement or promise regarding the actual, average, projected or hypothetical profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Go Greek Yogurt business may generate, other than any information included in Item 19 of the FDD?

[If you answer "yes," please describe the statement or promise in Explanation Section]

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

______________________________	______________________________
Signature of Franchise Applicant	Signature of Franchise Applicant
______________________________	______________________________
Name (please print)	Name (please print)
Dated ______________________	Dated ______________________
______________________________	______________________________
Signature of Franchise Applicant	Signature of Franchise Applicant
______________________________	______________________________
Name (please print)	Name (please print)
Dated ______________________	Dated ______________________

EXPLANATION SECTION

Please include any explanations below and refer to the applicable question number.

____

____

____

____

____

____

____

EXHIBIT "H"-3

GENERAL RELEASE

[See Attached]

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (this "Agreement") is made as of ____________, 202__ (the "Effective Date") by _________________________, a(n) ___________________ ("you") and each individual holding a direct or indirect ownership interest in you (collectively "Owner") in favor of Go Greek Yogurt World-Wide Franchising, LLC, a Delaware limited liability company ("us," and together with you and Owner, the "Parties").

Background

A. We signed a Franchise Agreement with you, dated _______, 202____ (the "Franchise Agreement") pursuant to which we granted you the right to own and operate a Go Greek Yogurt Shop;

B. You have notified us of your desire to transfer the Franchise Agreement and all rights related thereto, or an ownership interest in the franchisee entity, to a transferee, [**enter into a successor franchise agreement**] and we have consented to such transfer [**agreed to enter into a successor franchise agreement**]; and

C. As a condition to our consent to the transfer [**your ability to enter into a successor franchise agreement**], you and Owner have agreed to execute this Agreement upon the terms and conditions stated below.

D. In consideration of our consent to the transfer [**our entering into a successor franchise agreement**], and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, you and Owner hereby agree as set forth below.

Agreement

1. Release. Owner, you, and each of your officers, directors, shareholders, members, owners, employees, agents, representatives, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them (the "Franchisee Parties"), hereby release, acquit and forever discharge us, any and all of our past and present affiliates, parents, subsidiaries and related companies, divisions and partnerships, consultants, advisors and franchise sellers and its and their respective past and present officers, directors, shareholders, members, owners, employees, agents, representatives, affiliates, parents, divisions, successors and assigns, and the spouses of such individuals (collectively, the "Franchisor Parties"), from any and all claims, liabilities, damages, expenses, actions or causes of action which any of the Franchisee Parties may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, directly or indirectly arising out of or relating to the execution and performance (or lack thereof) of the Franchise Agreement or the offer, sale or acceptance of the franchise related thereto (including, but not limited to any disclosures and representations made in connection therewith). The foregoing release shall not be construed to apply with respect to any obligations contained within this Agreement. The General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

2. California Law. You and Owner hereby express your intention to release all existing claims, whether known or unknown, against the Franchisor Parties. Accordingly, you and Owner hereby waive Section 1542 of the California Civil Code, which provides the following:

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

   [Section 2 only applies for California franchisees; otherwise it is omitted]

3. Nondisparagement. Each of the Franchisee Parties expressly covenant and agree not to make any false representation of facts, or to defame, disparage, discredit or deprecate any of the Franchisor Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Franchisor Parties, the business conducted by any of the Franchisor Parties or the reputation of any of the Franchisor Parties. For purposes of clarity, the obligations in this Section apply to all methods of communications, including the making of statements or representations through direct verbal or written communication as well as the making of statements or representations on the Internet, through social media sites or through any other

verbal, digital or electronic method of communication. The obligations in this Section also prohibit the Franchisee Parties from indirectly violating this Section by influencing or encouraging third parties to engage in activities that would constitute a violation of this Section if conducted directly by a Franchisee Party.

4. Representations and Warranties. You and Owner each represent and warrant that: (a) [Insert franchisee entity name] is duly authorized to execute this Agreement and perform its obligations hereunder; (b) neither you nor Owner has assigned, transferred or conveyed, either voluntarily or by operation of law, any of their rights or claims against any of the Franchisor Parties or any of the rights, claims or obligations being terminated or released hereunder; (c) you and Owner have not and shall not (i) institute or cause to be instituted against any of the Franchisor Parties any legal proceeding of any kind, including the filing of any claim or complaint with any state or federal court or regulatory agency, alleging any violation of common law, statute, regulation or public policy premised upon any legal theory or claim whatsoever relating to the matters released in this Agreement or (ii) make any verbal, written or other communication that could reasonably be expected to damage or adversely impact any Franchisor Party's reputation or goodwill; and (d) the individuals identified as Owners on the signature pages hereto together hold 100% of the legal and beneficial ownership interests in [Insert franchisee entity name].

5. Miscellaneous.

   (a) The Parties agree that each has read and fully understands this Agreement and that the opportunity has been afforded to each Party to discuss the terms and contents of said Agreement with legal counsel and/or that such a discussion with legal counsel has occurred.

   (b) This Agreement shall be construed and governed by the laws of the State of California.

   (c) In the event that it shall be necessary for any Party to institute legal action to enforce, or for the breach of, any of the terms and conditions or provisions of this Agreement, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

   (d) All of the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective current and future directors, officers, partners, attorneys, agents, employees, shareholders and the spouses of such individuals, successors, affiliates, and assigns.

   (e) This Agreement contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and is in lieu of all prior and contemporaneous agreements, understandings, inducements and conditions, expressed or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified except in a writing signed by each of the Parties.

   (f) If one or more of the provisions of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

   (g) The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the transactions contemplated hereby.

   (h) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute but one document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

FRANCHISEE:

____

By: ____________________________________
Name: __________________________________
Its: ____________________________________

FRANCHISE OWNERS:

____
Name: ______________________________

____
Name: ______________________________

____
Name: ______________________________

EXHIBIT "I"

TO DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the 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 "J"

TO DISCLOSURE DOCUMENT

<u>RECEIPTS</u>

[See Attached]

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language.

Read this Disclosure Document and all agreements carefully. If Go Greek Yogurt World-Wide Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale. New York requires 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.

If Go Greek Yogurt World-Wide Franchising, LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in EXHIBIT "A" to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are:

David Shneer; 450 North Bedford Drive, Suite 312, Beverly Hills, California 90210; (647) 294-4480

___

Issuance Date: April 18, 2024

Go Greek Yogurt World-Wide Franchising, LLC's agent to receive service of process is listed in EXHIBIT "B" to this Disclosure Document.

I received a Franchise Disclosure Document that included the following Exhibits:

EXHIBIT "A"	State Administrators and Agents for Service of Process
EXHIBIT "B"	Agent for Service of Process
EXHIBIT "C"	Franchise Agreement
EXHIBIT "D"	Area Development Agreement
EXHIBIT "E"	Table of Contents of the confidential Brand Standards Manual
EXHIBIT "F"	List of Franchisees
EXHIBIT "G"	Financial Statements of Go Greek Yogurt World-Wide Franchising, LLC
EXHIBIT "H"	Other Agreements
EXHIBIT "H"-1	State Addenda
EXHIBIT "H"-2	Franchisee Disclosure Questionnaire
EXHIBIT "H"-3	General Release
EXHIBIT "I"	State Effective Dates
EXHIBIT "J"	Receipts

___

Print Name

___ Date

___ (Signature) Prospective Franchise Owner

___

(This Receipt should be executed in duplicate. One Receipt must be signed and remains in the Franchise Disclosure Document as the prospective franchise owner's copy. The other Receipt must be signed and returned to Go Greek Yogurt World-Wide Franchising, LLC.)

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language.

Read this Disclosure Document and all agreements carefully. If Go Greek Yogurt World-Wide Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale. New York requires 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.

If Go Greek Yogurt World-Wide Franchising, LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency listed in EXHIBIT "A" to this Disclosure Document.

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EXHIBIT "F"	List of Franchisees
EXHIBIT "G"	Financial Statements of Go Greek Yogurt World-Wide Franchising, LLC
EXHIBIT "H"	Other Agreements
EXHIBIT "H"-1	State Addenda
EXHIBIT "H"-2	Franchisee Disclosure Questionnaire
EXHIBIT "H"-3	General Release
EXHIBIT "I"	State Effective Dates
EXHIBIT "J"	Receipts

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Print Name

______________________ ______________________________
Date (Signature) Prospective Franchise Owner

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(This Receipt should be executed in duplicate. One Receipt must be signed and remains in the Franchise Disclosure Document as the prospective franchise owner's copy. The other Receipt must be signed and returned to Go Greek Yogurt World-Wide Franchising, LLC.)