# FRANCHISE DISCLOSURE DOCUMENT

**Go Greek Yogurt World-Wide Franchising, Inc.**
**A Delaware corporation**
**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, Inc. 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 $291,750 to $960,300. This includes $45,000 (for franchisees located in California) or $95,000 to $145,000 (for franchisees located outside California) 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 $331,750 to $1,178,300 (this assumes you purchase 2 Go Greek Shops for the low estimate and 5 Go Greek Shops for the high estimate). This includes $80,000 to $255,000 (for franchisees located in California) or $130,000 to $355,000 (for franchisees located outside California) 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 22, 2026

**How to Use this Franchise Disclosure Document**

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

| QUESTION | WHERE TO FIND INFORMATION |
|---|---|
| **How much can I earn?** | Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or EXHIBIT "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.

4. **Personal Guarantee.** Your Principal Owner, any other owners who own 25% or more of the ownership interests in the franchised business, and the spouses of these individuals 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.

5. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

6. **Inventory/Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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, Inc.

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

"**Shop**" means the Go Greek Shop you will own and operate if you buy a Go Greek Yogurt franchise.

### Corporate Information

Go Greek Yogurt World-Wide Franchising, Inc. is a Delaware corporation that was organized on January 6, 2022. The company was originally formed as a limited liability company but converted to a corporation for tax purposes shortly after formation. 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, Inc.".

### 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).

### Predecessor and Parents

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 – Majority Owner |
| Twenty4 Enterprises Ltd<br>(f/k/a Midland Fundco Ltd) | Grigoriou Xenopoulou 6<br>Natalia Longe, 1st Floor, Flat / office 102<br>Egkomi, 2402, Nicosia, Cyprus | Direct – Minority |

### Affiliates

Our affiliate Go Greek Yogurt Mediterra LLC ("**GGY Mediterra**") imports and distributes yogurt, Terra Cotta pots and other products to our franchisees located outside of California. GGY Mediterra shares our principal business address. GGY Mediterra has never offered franchises in this or any other line of business. We have no other affiliates that provide goods or services to our franchisees.

The following affiliates offer franchises: Go Greek Yogurt International LLC ("**GGY International**"); Mr. Charlie's World LLC ("**MCW**"); Mr. Charlie's TMS LLC ("**MCT**"); and MRCTMS Franchise Corp. ("**MRCTMS**"). The table below summarizes our affiliates' franchising activities which involve the following lines of business: (1) Go Greek Shops; (2) Restaurants, which are fast-service restaurants that operate under the name MR. CHARLIE'S TOLD ME SO™ and feature plant-based hamburgers, plant-based chicken sandwiches and other meatless menu items; and (3) Food Trucks, which are branded food trucks that offer menu items similar to those offered at Restaurants under the name MR. CHARLIE'S TOLD ME SO™:

| AFFILIATES OFFERING FRANCHISES | | | | |
|---|---|---|---|---|
| **Affiliate** | **Principal Business Address** | **Line of Business** | **Time Offered** | **Number Sold (as of 12/31/2025)** |
| GGY International | Same as ours | Go Greek Shops [1] | 2024 to present | 0 |
| MCW | Same as ours | Restaurants | 2024 to present | 5 |
| | | Food Trucks | 2025 to present | 1 |
| MCT | 612 N. La Brea Ave.<br>Los Angeles, California 90036 | Restaurants [2] | 2022 | 1 |
| MRCTMS | Suite 308<br>2-3651 Major Mackenzie Dr. W<br>Vaughan, Ontario CA L4H0A2 | Restaurants [3] | 2025 to present | 0 |

1. GGY International only offers franchises for in certain foreign jurisdictions (currently limited to Egypt, Jordan, Lebanon and Saudi Arabia).
2. MCT sold 1 master license in September 2022 for the development of Restaurants in Australia and New Zealand. MCT does not currently, and did not at any other time, offer licenses or franchises for Restaurants or in any other line of business.
3. MRCTMS only offers franchises in certain foreign jurisdictions (currently limited to Canada).

None of the affiliates described above has ever operated a Go Greek Shop.

**Description of Franchised Business**

We and our affiliate have developed the Go Greek system (the "**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, merchandise, retail 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**"). Our Operations and Training Manuals ("**Manuals**") describe the operational aspects of a Go Greek Shop. 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.

You must comply with minimum wage laws that apply to businesses generally. Some states have enacted minimum wage laws specific to the food and beverage industry. California's Fast Food Minimum Wage law (AB 1228) applies to employees working in fast food restaurants that are part of a chain meeting certain criteria. AB 1228 establishes minimum standards for wages, working hours and other working conditions, including health and safety standards and training. Other states may enact similar legislation in the future.

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

**Managing Director: David Subotic**

Our Managing Director, David Subotic, has held the following positions during the prior 5 years:

| Employer / Company | Location | Title | Period of Time |
|---|---|---|---|
| Go Greek Yogurt World-Wide Franchising, Inc. | Beverly Hills, CA | Managing Director | Jan 2022-present |
| Go Greek International, LLC | Beverly Hills, CA | Managing Director | Sep 2024-present |
| Mr. Charlie's World LLC | Beverly Hills, CA | Executive Chairman | Jul 2024-present |
| Go Greek Yogurt Holdings Co. Inc. | Beverly Hills, CA | CEO | Jul 2014-present |
| GGY Mediterra Foods, LLC | Beverly Hills, CA | CEO | Jan 2014-present |
| Go Greek Yogurt, LLC | Beverly Hills, CA | Director | Feb 2013-present |
| Go Greek Yogurt, Inc. | Beverly Hills, CA | CEO & CFO | Feb 2013-present |
| URU Metals | London, UK | Director | Sep 2012-present |
| DAS Capital LTD | Toronto, Canada & Los Angeles, CA | CEO | Mar 2010-present |

**Chief Executive Officer: David Shneer**

Our Chief Executive Officer, David Shneer, has held the following positions during the prior 5 years:

| Employer / Company | Location | Title | Period of Time |
|---|---|---|---|
| Go Greek Yogurt World-Wide Franchising, Inc. | Beverly Hills, CA | CEO | Jan 2022-present |
| Go Greek International, LLC | Beverly Hills, CA | CEO | Sep 2024-present |
| Mr. Charlie's World LLC | Beverly Hills, CA | CEO | Jul 2024-present |
| YWE Management Inc. | Toronto, Canada | CEO | Jan 2015-present |
| | | EVP | Dec 2012-Jan 2015 |

**Vice President of Development: Phil Guida**

Our Vice President of Development, Phil Guida, has held the following positions during the prior 5 years:

| Employer / Company | Location | Title | Period of Time |
|---|---|---|---|
| Go Greek Yogurt World-Wide Franchising, Inc. | Beverly Hills, CA | VP of Development | Jan 2022-present |
| Go Greek International, LLC | Beverly Hills, CA | VP of Development | Sep 2024-present |
| Mr. Charlie's World LLC | Beverly Hills, CA | VP of Development | Jul 2024-present |
| YWE Management Inc. | Toronto, Canada | VP of Development | Dec 2012-present |

**Director: Jonathan Williams**

Jonathan Williams is not an officer or director of the franchisor, but he may have management responsibilities relating to the sale or operation of franchises. He has held the following positions during the prior 5 years:

| Employer / Company | Location | Title | Period of Time |
|---|---|---|---|
| Go Greek Yogurt Inc. | Beverly Hills, CA | Director | Feb 2013-present |

**President: Adam Wilks**

Our President, Adam Wilks, has held the following positions during the prior 5 years:

| Employer / Company | Location | Title | Period of Time |
|---|---|---|---|
| Go Greek Yogurt World-Wide Franchising, Inc. | Beverly Hills, CA | President | Oct 2025-present |
| Mr. Charlie's World LLC | Beverly Hills, CA | President | Mar 2025-present |
| Carma Hold Co. DBA Tyson 2.0 | Las Vegas, NV | CEO | Oct 2021-Mar 2025 |

## ITEM 3 LITIGATION

*Michael Tyson, Richard Fliehr, Carma Holdco, Inc. & Lgnds LLC v. Chad Bronstein, Adam Wilks, Nicole Cosby, James Case & Christopher Volo*, N.D Ill. (Eastern Division) (Case No. 1:25-cv-15462)

On December 19, 2025, Michael Tyson, Richard Fliehr, Tyson 2.0 Inc. (f/k/a Carma Holdco, Inc.) and Lgnds LLC ("Plaintiffs") filed a lawsuit against Chad Bronstein, Adam Wilks (who is our President), Nicole Cosby and James Case ("Defendants"). Carma Holdco. Inc. ("Carma") is a global branding company that specialized in licensing celebrity brands. Wilks served as Carma's Chief Executive Officer from 2021 until March 2025. The other Defendants were also officers, directors and/or shareholders of Carma. The Second Amended Complaint filed on April 13, 2026 (the "Complaint") alleges Defendants mismanaged Carma and defrauded investors (including Plaintiffs) by using Carma's funds for personal expenses, entering into unauthorized agreements and engaging in other misconduct. The Complaint alleges that by engaging in these activities Defendants committed: (a) violations of RICO (Racketeer Influenced and Corrupt Organizations Act) by engaging in an enterprise to raise money and defraud individuals by misusing or misappropriating the funds; (b) conspiracy to violate RICO in violation of 18 U.S.C. §1962(d); (c) money laundering in violation of 18 U.S.C. §§1956-1957; (d) wire fraud in violation of 18 U.S.C. §1343; (e) extortion in violation of 18 U.S.C. §1951 (this claim was not made against Wilks); (f) theft of trade secrets in violation of 18 U.S.C. §1832(a)(1), (5) (this claim was not made against Wilks); (g) fraud; (h) breach of contract; (i) breach of fiduciary duty; and (j) securities fraud. Plaintiffs are seeking damages, legal fees and costs in excess of $50,000,000. Defendants vehemently deny any and all wrongdoing and previously filed a Motion to Dismiss Plaintiffs' Complaint. In response, and before the Court could rule on Defendants' Motion to Dismiss, Plaintiffs filed the Second Amended Complaint. Defendants will shortly be filing another Motion to Dismiss that Second Amended Complaint based on its legal defects.

Except for the matter disclosed above, 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).

**Potential Initial Training Fees & Expenses**

We provide preopening initial training for up to 5 managerial employees for no additional fee. If you send more than 5 people, we may charge a $3,000 pre-opening initial training fee for each additional person you send. We expect most franchisees will send 2 people to training, in which case no additional training fee will be incurred.

We also send our trainers to your Shop to provide around 2 weeks of training and opening assistance at no extra charge. If you require more than 2 weeks of assistance, we may charge the following amounts for the time our trainer(s) remain onsite beyond 2 weeks: (a) a daily training fee of $500 per trainer per day; and (b) reimbursement of the trainer(s) Travel Expenses (defined in Note 2 to Item 6). We do not expect franchisees to incur these additional fees or expenses, but reserve the right to charge for them if more than 2 weeks of assistance is required.

The training fees and Travel Expense reimbursements described above are nonrefundable and uniformly imposed.

**Opening Inventory**

If your Shop is located outside of California, you must purchase your branded products and proprietary food and beverage products from our affiliate, GGY Mediterra. We estimate your cost to purchase an initial supply of these items will range from $50,000 to $100,000. The cost varies depending on the size and location of your 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.

If your Shop is located in California, then you purchase branded products and proprietary food and beverage products from a designated third-party distributor instead of GGY Mediterra. The minimum purchase for an order from GGY Mediterra is $40,000. There is no minimum purchase for orders submitted by California franchisees to our designated third-party distributor.

**Security Deposit**

At the time you sign the Franchise Agreement, you must pay us a $5,000 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 pay us a development fee determined based on the number of Go Greek Shops you commit to develop. You do not pay us additional initial franchise fees under the Franchise Agreements you sign. We offer development rights for the development of 2 to 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<br>$5,250 due earlier of lease execution for 2nd store or 12 months after signing ADA<br>$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<br>$6,600 due earlier of lease execution for 2nd store or 12 months after signing ADA<br>$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 [2] | DUE DATE | REMARKS |
|---|---|---|---|
| Royalty Fee | 6% of Gross Sales | Day we specify after end of reporting period (currently Wednesday) after end of weekly reporting period) | You must send us Gross Sales reports for each reporting period. Our current reporting period runs from Monday through Sunday of each week. We may change the reporting period and royalty fee due date upon 30 days' prior notice. |
| Brand Fund Fee | 2% of Gross Sales | Same as royalty fee | We deposit this fee into a Brand Fund. You have no voting rights regarding administration of the Brand Fund, creation or placement of advertising, or the amount of the brand fund fee. |
| Local Marketing Commitment | $500 per month | As incurred | You must spend this amount each month on local marketing and promotion of your Go Greek Shop. You pay this amount to local suppliers (not to us). |
| Cooperative Advertising Fee | Up to 2% of Gross Sales, as determined by 50% vote of coop members, subject to our approval | Same as royalty fee<br>(or as otherwise specified by us) | Company-owned outlets have the same voting power as franchised outlets in a cooperative. If a majority of outlets are company-owned, we will not increase the fee without the majority vote of franchised outlets in favor of the fee increase. Cooperative advertising fees are credited towards your Local Marketing Commitment. |
| Post-Opening Training Fees | $1,500 for initial training or $500 per day for other training<br>(plus Travel Expenses for onsite training) | 10 days after invoice | Imposed for: remedial training; refresher or supplemental training; or additional training you request (including initial training after opening). |
| Onsite Consultation Fee | Up to $500 per day plus Travel Expenses | 10 days after invoice | If you request onsite consultation or advice and we provide it, we may charge you the fee and you must reimburse our Travel Expenses. Fee does not apply to consultation or advice we provide remotely. |
| System Program Fees | Not to exceed $1,000 per month<br>(currently $75 per month for gift card program) | 10 days after invoice or as we otherwise specify | You must participate in client loyalty, gift card or other system-wide programs we establish and pay required fees and program contributions to us or a third party to administer the program. The fees listed in this row only apply if we collect the fees. |

| TYPE OF FEE [1] | AMOUNT [2] | DUE DATE | REMARKS |
|---|---|---|---|
| Technology Fee | Not to exceed 1,000 per month<br>(currently $250 per month for THANX Loyalty App) | 10 days after invoice or as otherwise specified by us | Includes amounts you pay us or our affiliate for Technology Systems, including (a) amounts you pay for proprietary items (b) amounts we collect from you and remit to third parties and (c) an administrative fee for managing the technology platform and negotiating/managing relationships with various licensors of the technology. It does not include amounts you pay to third parties. |
| Product Purchases | Varies depending on item purchased<br>(current minimum purchase for orders from GGY Mediterra is $40,000) | 10 days after invoice | We and our affiliates may serve as System suppliers for goods and services you purchase. GGY Mediterra is currently the exclusive supplier to franchisees located outside of California for various branded and proprietary products. GGY Mediterra's pricing is cost plus 10%. |
| New Product or Supplier Testing | Actual cost of inspection and testing, with $1,000 paid as a deposit<br>(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. |
| 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. |
| Relocation Fee | $2,500<br>(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<br>(if applicable, royalties due weekly on royalty due date) | You may not relocate your Shop without approval. If you fail to reopen at the new site within 1 year after we approve a relocation, you must pay royalties until you reopen. Royalties are calculated as 110% of average royalties imposed during the prior calendar year. |
| Renewal Fee | Greater of $10,000 or 50% of then-current initial franchise fee (but not to exceed $30,000) | At time you sign renewal agreement | Imposed if you renew your franchise rights by signing a renewal Franchise Agreement. |
| Transfer Fee | *[Franchise Agreement]*<br>$15,000<br>*[ADA]*<br>$15,000 | Before transfer | You pay the transfer fee for all Transfers other than Permitted Transfers. If our broker finds the buyer, you must also reimburse us for all commissions we pay the broker. |
| Noncompliance fee | Up to $500 per breach or reinspection | Upon demand | Imposed if you breach a mandatory standard or operating procedure (including submission of required reports) and fail to cure within the time period we require. We may impose an additional $500 fee every 48 hours the breach remains uncured after we impose the initial fee. We may also impose the fee if we re-inspect your 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 fail to cure a breach of the Franchise Agreement or our brand standards in the time period we require, we may take steps to cure on your behalf and you must reimburse us for our costs (examples include failure to pay suppliers, maintain insurance or meet quality standards). |

| TYPE OF FEE [1] | AMOUNT [2] | DUE DATE | REMARKS |
|---|---|---|---|
| Interim Management Fee | Up to $500 per day plus Travel Expenses | 10 days after invoice | If you fail to cure a default under the Franchise Agreement, we can designate a temporary manager to manage your Shop until you cure. |
| Audit Fee | Actual cost of audit (including Travel Expenses for audit team) | 10 days after invoice | Imposed if audit reveals you understated Gross Sales by 2% or more. You must also pay us 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 days after invoice | Imposed if a check, draft, electronic debit or other payment is unpaid due to insufficient funds or you fail to pay amounts owed to us or our affiliate when due. California limits interest to 10% per annum. |
| Indemnification | Amount of our damages, losses or expenses | 10 days after invoice | You must indemnify us for losses and expenses we incur due to your operation of the Shop or breach of the Franchise Agreement. |
| Attorneys' Fees and Costs | Amount of attorneys' fees and costs we incur | Upon demand | You must reimburse all attorneys' fees and costs we incur relating to your breach of the Franchise Agreement or any related agreement. |
| Liquidated Damages | Average monthly royalty fee over prior 12-months multiplied by lesser of (a) 24 or (b) number of months remaining under term | 30 days after termination | Imposed if we terminate due to your default or you wrongfully terminate. |

Notes:

1. Nature and Manner of Payment: All fees are imposed by and payable to us except: (a) you pay the cooperative advertising fee directly to the cooperative (we may instead require you to pay this fee to us, in which case we remit the fee to the cooperative on your behalf); and (b) you spend the Local Marketing Commitment directly with third-party suppliers. All fees are nonrefundable and uniformly imposed. You must sign the ACH Authorization Form attached to the Franchise Agreement, 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. GGY Mediterra reserves the right to require you to make payments under the SPA by wire transfer of immediately available funds to an account designated by GGY Mediterra.

2. Definitions: As used in this Disclosure Document, the following terms have the meanings below:

   "***Brand Fund***" means the brand and system development fund we currently administer to promote public recognition of our brand, improve our System and fund Annual Franchisee Conferences.

   "***Gross Sales***" means total revenue from all sales made by your Go Greek Shop (including from catering and delivery service) together with: (a) all other sums derived in connection with your Go Greek Shop, including business interruption insurance proceeds; and (b) the full value of meals provided to employees as incident to their employment. Gross Sales does not include: (a) sales or use taxes; (b) the value of coupons or vouchers issued to customers; (c) revenue from the sale of furniture, fixtures and equipment in the ordinary course; (d) tips paid to staff members as a gratuity; or (e) fees paid to and retained by third-party delivery service providers for delivery transactions. The Manuals may include policies governing the calculation of Gross Sales relating to: (a) gift card sales and redemptions; and (b) qualifying purchases and redemptions by members under loyalty programs. Under our current gift card pooling program, gift card sales proceeds are electronically transferred to a central account managed by our designated vender who holds the funds and remits them to the appropriate Go Greek Shop where the gift card is redeemed. 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.

   "***Permitted Transfer***" means a Transfer: (a) between existing owners; (b) by the owners to a new business entity that is 100% owned and controlled by the transferring owners; or (c) of less than a 20% ownership interest. It does not include a Transfer described in (a), (b) or (c) that results in the Managing Owner owning less than 10% of the franchised business

"***Technology Systems***" means all information and technology systems we designate, including point-of-sale systems, computer systems, online ordering systems, webcam systems, telecommunications systems, security systems, music systems and similar systems, together with the associated hardware, software (including cloud-based software) and related equipment, applications and third-party services relating to the establishment, use, maintenance, monitoring, security or improvement of these systems.

"***Transfer***" means a transfer or assignment of: (a) the Franchise Agreement or ADA (or an interest in either such agreement); (b) the Go Greek Shop's assets (other than the sale of furniture, fixtures or equipment in the ordinary course); (c) an ownership interest in the entity that is the "franchisee" or "area developer"; or (d) the franchised business you conduct under the Franchise Agreement or ADA.

"***Travel Expenses***" means all travel, meals, lodging, local transportation and other living expenses incurred: (a) by us and our trainers, field support personnel, auditors or other representatives to visit your Go Greek Shop; or (b) by you or your personnel to attend training programs or conferences.

## ITEM 7 ESTIMATED INITIAL INVESTMENT

| YOUR ESTIMATED INITIAL INVESTMENT | | | | |
|---|---|---|---|---|
| **TYPE OF EXPENDITURE** [1] | **AMOUNT** | **METHOD OF PAYMENT** | **WHEN DUE** | **TO WHOM PAYMENT IS TO BE MADE** |
| Initial Franchise Fee | $40,000 | Cash | At signing | Us |
| Security Deposit | $5,000 | Cash | At signing | Us |
| Initial Training Expenses [2] | $2,000 to $20,000 | As Arranged | Before and During Training | Airlines, Hotels & Restaurants |
| Lease Deposit & Rent [3] (3 months) | $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] | $70,000 to $321,850 | 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 |
| Furniture & Fixtures [7] | $15,000 to $67,500 | As Arranged | Before Opening | Approved Suppliers |
| Technology Systems [8] | $10,750 to $12,950 | As Arranged | Before Opening | Approved Suppliers |
| Kitchen & Operating Equipment [9] | $50,000 to $139,000 | As Arranged | Before Opening | Approved Suppliers |
| Smallwares | $12,000 to $16,000 | As Arranged | Before Opening | Approved Suppliers |
| Opening Inventory of Proprietary Products [9] | *[Inside California]* $16,000 to $105,000<br>*[Outside California]* $51,000 to $105,000 | As Arranged | Before Opening | Our Affiliate or Approved Supplier |
| Opening Inventory of Non-Proprietary Products [10] | $5,000 to $15,000 | As Arranged | Before Opening | Approved Suppliers |
| Grand Opening Marketing [11] | $7,500 to $17,500 | As Arranged | 90 Days Before & 15 Days After Opening | Approved Suppliers |

| YOUR ESTIMATED INITIAL INVESTMENT | | | | |
|---|---|---|---|---|
| **TYPE OF EXPENDITURE** [1] | **AMOUNT** | **METHOD OF PAYMENT** | **WHEN DUE** | **TO WHOM PAYMENT IS TO BE MADE** |
| Utility Deposits, Fees & Licenses [13] | $2,000 to $8,000 | Cash | As Incurred | Utility Companies and Government Agencies |
| Professional Fees [14] | $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 [15] (3 months) | $15,000 to $76,500 | Cash | As Incurred | Employees, Approved Suppliers and Us |
| **Total Initial Investment** [16] | $291,750 to $960,300 | | | |

The table below estimates the initial investment for the purchase of area development rights

| YOUR ESTIMATED INITIAL INVESTMENT | | | | |
|---|---|---|---|---|
| **TYPE OF EXPENDITURE** [1] | **AMOUNT** | **METHOD OF PAYMENT** | **WHEN DUE** | **TO WHOM PAYMENT IS TO BE MADE** |
| Development Fee [17] | $75,000 to $250,000 | Lump sum | At time you sign ADA | Us |
| Additional Legal Fees [14] | $5,000 to $8,000 | As Arranged | Before Opening | Lawyers |
| Initial Investment to Open First Go Greek Shop | $251,750 to $920,300 | This is the total estimated initial investment in Table A above (less initial franchise fee which is included in development fee). | | |
| **Total Initial Investment** [16] | $331,750 to $1,178,300 | | | |

Notes:

1. Financing and Refunds: We do not offer direct or indirect financing. 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 not aware of any amounts paid to third-party suppliers that are refundable, although your landlord may refund your security deposit at the end of the lease if you do not default or damage the property.

2. Training Expenses: This estimates: (a) the cost to send 2 people (your Principal Owner and Shop Manager) to Beverly Hills, California for initial training; and (b) the additional cost for 1 person (either your Principal Owner or Shop Manager) to spend an additional 2 weeks of training in a company-owned Go Greek Shop. It does not include pre-opening training salaries for employees. Your actual training expenses may vary depending on: (a) the number of people you send to training; (b) the distance they must travel; and (c) the level and quality of accommodations, travel and dining selected. If you send more than 5 people, we may also charge a training fee of $3,000 for each trainee in excess of 5. The low estimate assumes you are located in Southern California.

3. Lease Deposit & Rent: This estimate assumes you lease an unimproved, unfinished retail store-type unit. Rent varies based on factors such as the size and location of the premises and local market conditions. We expect most inline Go Greek Shops will range in size from 800 to 1,500 square feet with rent ranging from $4,000 to $10,000 per month. Landlords typically require security deposits equal to 1- or 2-months' rent and may, in addition, require payment in advance of the first and/or last (or more) month's rent. The estimate in the table includes 1 month's security plus 3 months' rent. Some franchisees may choose to purchase the real estate. The cost to purchase real estate varies so widely that we cannot reasonably estimate the cost.

4. Pre-Construction Costs: This estimates the cost for space plan layout, exterior signage, design, architectural, kitchen, mechanical, electrical, plumbing and related drawings, engineering, testing permit expediter, and city permits and fees. Your fees and expenses may vary.

5. Leasehold / Construction Costs: This estimates the cost to construct and remodel the leased premises to

conform to our standards and specifications, 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; and other costs to construct leasehold improvements that conform to our standards (including hiring an architect and MEP engineer that we approve). This estimate assumes your landlord will provide a "vanilla shell" for your Go Greek Shop that either has an existing restroom or does not require a restroom. 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 (or no restroom if a restroom is not required by applicable law)
- 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.

Landlords often contribute towards the cost of leasehold improvements. These contributions are referred to as a "**Tenant Improvement Allowance**" or "**TIA**". Some landlords provide a TIA but increase monthly rent to recapture the TIA and amortize it over the lease term (or part of the lease term). A significant factor in determining whether a landlord will provide a TIA, and if so, the amount, is whether the building is first-generation or second-generation space. Based on recent experience of our franchisees, we expect the TIA amount may range from $25,000 to $100,000 (if you do receive a TIA). Some franchisees do not receive any TIA. Total construction costs without any TIA are estimated to range from $170,000 to $321,850. The low estimate in the table ($70,000) assumes a $100,000 TIA and the high estimate assumes no TIA is provided.

6. <u>Exterior Signage</u>: 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. <u>Furniture & Fixtures</u>: The costs for furniture and fixtures varies depending on the size of the indoor seating area and outdoor patio area and the availability of nearby public seating.

8. <u>Technology Systems</u>: This estimates the cost to purchase the following Technology Systems:
   - POS System ($1,700 to $1,900)
   - 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)

9. Kitchen & Operating Equipment: This estimates the cost to purchase your kitchen and other operating equipment. These costs may vary depending on whether the leased premises comes furnished with any usable equipment from the prior tenant (e.g., 3-compartment sink, shelving units, walk-in refrigerator, etc.). Some franchisees may choose to finance or lease certain equipment. If you choose to do so, your initial investment may be lower.

10. Opening Inventory of Proprietary Products: This estimates the cost to purchase your opening inventory of proprietary food products, beverages, packaging and products that are produced or manufactured according to our trade secrets, proprietary recipes, specifications and/or formulas. If your Shop is located outside of California, you must order these items from GGY Mediterra. There is a minimum purchase of $40,000 for orders submitted to GGY Mediterra (this minimum purchase requirement does not apply to California franchisees who purchase from our designated third-party distributor). This estimate also includes the cost of branded merchandise ($1,000 to $5,000) that are purchased from a designated distributor.

11. Opening Inventory of Non-Proprietary Products: This estimates the cost to purchase your opening inventory of selected nonproprietary food products, condiments, beverages, raw materials, fixtures, furnishings, equipment, uniforms, supplies, paper goods, menus, packaging, forms, customer comment cards, etc.

12. Grand Opening Marketing: During the period that begins 90 days before opening and ends 15 days after opening, you must spend at least $7,500 on approved grand opening marketing and advertising in accordance with a grand opening plan that you prepare and we approve. This includes $2,500 that must be paid to our designated marketing vendor in exchange for certain initial social media and online marketing services. Some franchisees may choose to spend more than the $7,500 minimum.

13. Utility Deposits, Fees & Licenses: This estimates the cost 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.

14. Professional Fees: 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 table for the purchase of area development rights reflect additional legal costs you may incur to review and negotiate your ADA.

15. Additional Funds: This estimates your expenses during the first 3 months of operation including: payroll costs (including 5 to 7 weeks' pre-opening training for 2 supervisorial or managerial personnel); opening cash reserve; technology fees ($250 per month); marketing and advertising expenses ($500 per month); inventory replenishment costs; utilities and other miscellaneous expenses and working capital. The amount of funds needed may vary depending on where and when you open (e.g., seasonality) and the level of preexisting brand recognition in your local market. Your initial 3 months of rent and 6 months of insurance premium are separately stated in the table above. These figures are estimates based on: (a) the experience of our management team in developing, opening and operating company-owned Go Greek Shops in California; and (b) the experience of our franchisees in developing, opening and operating franchised Go Greek Shops (including the franchised Go Greek Shop opened in Studio City, California).

16. Budget: 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.

17. Development Fee: The development fee ranges from $75,000 to $250,000 depending on the number of Go Greek Shops you commit to develop. The estimate in the table assumes you purchase the right to develop either 2 Go Greek Shops (low estimate) or 5 Go Greek Shops (high estimate). This estimate does not include your costs to develop any Go Greek Shop other than the first Go Greek Shop you develop 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. "Source-restricted" means the good or service must meet our specifications 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 produced or manufactured according to our trade secrets, proprietary recipes, specifications and/or formulas ("**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 only use, offer or sell the 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: (a) GGY Mediterra if your Go Greek Shop is located outside California; or (b) our designated third-party distributor if your Go Greek Shop is located in California. 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 under a trademark license agreement with us
- send us duplicate purchase invoices issued to franchisees for our records and inspection purposes

We may also require that the supplier demonstrate to our reasonable satisfaction that it is able to (and will continue to be able to): (a) supply products meeting our specifications on a consistent basis;(b) supply sufficient quantities of products to meet system demand; and (c) deliver products to franchisees in a timely and reliably manner. The supplier must be in 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 testing.

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 nearly 80% of the total purchases and leases to establish and operate a Go Greek Shop consist of source-restricted goods or services, as further described below.

*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, applications and similar items) must meet our standards and specifications. You must purchase the specific brand of POS system, digital menu board and closed circuit camera system we designate. You must license all software we require. Certain Technology Systems must be purchased from Approved Suppliers. Other components may be purchased from any supplier of your choosing. We may require you to purchase certain services relating to the establishment, use, maintenance, monitoring, security or improvement of Technology Systems from Approved Suppliers. You must license the THANX Loyalty App exclusively from us.

*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 (if your Go Greek Shop is located outside of California) or our designated third-party distributor (if your Go Greek Shop is located in California). 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. Currently, you must contract with Toast (the licensor of your POS system) or a merchant processor designated by Toast to serve as your merchant processor for credit card transactions.

*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. We currently require you to contract with our designated marketing company for a 3-month period in which the company will provide initial social media and online marketing services. You may choose to continue to work with this marketing company after the 3-month period expires, but it is not required.

*Insurance Policies*

You must obtain the minimum insurance coverage we require (whether in the Franchise Agreement or in the Manual) from licensed 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. Each policy must be endorsed to: (a) name us and our owners, officers and directors as additional insureds; (b) waive all subrogation rights against us; and (c) provide us with 30 days' prior written notice of the termination, expiration, cancellation or modification of the policy.

**Purchase Agreements**

We may attempt to negotiate purchase agreements with suppliers, including favorable pricing terms, for the benefit of franchisees. As of the date of this Disclosure Document, we have not negotiated any purchase agreements (including pricing terms) with suppliers other than agreements with: (a) our affiliate GGY Mediterra (for Proprietary Products); (b) Toast (licensor of our designated point-of-sale system); and (c) 2 yogurt suppliers (1 of which also supplies honey). Currently there are no purchasing cooperatives but we may establish them in the future. You do not receive any material benefits for using Approved Suppliers other than having access to any discounted pricing we negotiate.

**Franchisor Revenues from Source-restricted Purchases**

You must license the THANX Loyalty App exclusively from us in exchange for the $250 technology fee (which we, in turn, remit to the unaffiliated licensor of the App). Our affiliate, GGY Mediterra, is currently the exclusive designated supplier of Proprietary Products (excluding branded merchandise) to Go Greek Shops located outside of California. We may designate ourselves or an affiliate as an approved or designated supplier for other goods or services in the future. We and our affiliates may generate a 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 GGY Mediterra. There are no other approved or designated suppliers in which any of our officers own an interest.

We may receive rebates, payments or other material benefits from suppliers based on your purchases and leases. We have no obligation to pass these amounts through to you or use them in any particular manner. As of the issuance date of this Disclosure Document, we have relationships with 3 suppliers involving rebates:

- a supplier of yogurt product pays us a rebate calculated as 10% of the purchase price
- a supplier of yogurt product and honey pays us a rebate calculated as 10% of the purchase price
- a supplier of branded cups pays us a rebate calculated as 10% of the purchase price

During the 2025 fiscal year, we did not generate any revenue from purchases or leases by U.S. franchisees.

During the 2025 fiscal year, GGY Mediterra generated $644,910 in revenue from purchases or leases by U.S. franchisees, including product purchases and rebate revenue. The source of this information is QuickBooks.

## ITEM 9 FRANCHISEE'S OBLIGATIONS

**This table lists your principal obligations under the Franchise Agreement (FA), Supply and Purchase Agreement (SPA), 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: §5.1 & 5.2<br>SPA: Not Applicable<br>ADA: §4.3 | Items 7, 8, 11 and 12 |
| b. Pre-opening purchases/leases | FA: §5.3, 8.8 & 9<br>SPA: §6.2<br>ADA: Not Applicable | Items 5, 7, 8 and 11 |
| c. Site development and other pre-opening requirements | FA: §5.3, 5.4 & 17.10<br>SPA: Not Applicable<br>ADA: §4.3 | Items 6, 7, 8 and 11 |
| d. Initial and ongoing training | FA: §6<br>SPA: Not Applicable<br>ADA: Not Applicable | Items 6, 11 and 15 |

| OBLIGATION | SECTIONS IN AGREEMENT | DISCLOSURE DOCUMENT ITEM |
|---|---|---|
| e. Opening | FA: §5.4<br>SPA: Not Applicable<br>ADA: §4.1 | Item 11 |
| f. Fees | FA: §3.3, 4, 5.5, 6.4, 7.2, 7.3, 8.17, 8.18, 8.31, 9.1, 9.2, 11.1, 11.3, 11.4, 13.4, 15.2, 17.4, 17.7, 17.10, 19.9 & 21.6<br>SPA: §6 & 7<br>ADA: §5 & 7.2 | Items 5, 6 and 7 |
| g. Compliance with standards and policies/Operating Manual | FA: §5.3, 7.1, 8.1, 8.2-8.8, 8.11-8.19, 8.21, 8.22, 8.28, 8.29, 8.31, 9 & 11.2<br>SPA: §3, 6 & 8<br>ADA: §4.3 | Item 11 and 16 |
| h. Trademarks and proprietary information | FA: §10 & 12<br>SPA: Not Applicable<br>ADA: §2 | Items 11, 13 and 14 |
| i. Restrictions on products/services offered | FA: §8.3-8.6, 8.14 & 8.15<br>SPA: §8<br>ADA: Not Applicable | Items 8 and 16 |
| j. Warranty and client service requirements | FA: §8.16<br>SPA: Not Applicable<br>ADA: Not Applicable | Not Applicable |
| k. Territorial development and sales quotas | FA: Not Applicable<br>SPA: Not Applicable<br>ADA: §4.1 | Item 12 |
| l. Ongoing product/service purchases | FA: §8.8 & 9<br>SPA: §3<br>ADA: Not Applicable | Item 8 |
| m. Maintenance, appearance and remodeling requirements | FA: §5.3, 8.21-8.23<br>SPA: Not Applicable<br>ADA: Not Applicable | Items 7 and 11 |
| n. Insurance | FA: §14<br>SPA: Not Applicable<br>ADA: Not Applicable | Items 6, 7 and 8 |
| o. Advertising | FA: §11<br>SPA: Not Applicable<br>ADA: Not Applicable | Items 6, 7 and 11 |
| p. Indemnification | FA: §5.5, 8.30, 17.7 & 20.4<br>SPA: §11<br>ADA: Not Applicable | Items 6 and 17 |
| q. Owner's participation/ management/staffing | FA: §8.9 & 8.13<br>SPA: Not Applicable<br>ADA: Not Applicable | Items 11 and 15 |
| r. Records/reports | FA: §13<br>SPA: 9<br>ADA: Not Applicable | Item 6 |

| Obligation | Sections in Agreement | Disclosure Document Item |
|---|---|---|
| s. Inspections/audits | FA: §5.3, 7.3 & 13.4<br>SPA: Not Applicable<br>ADA: Not Applicable | Items 6 and 11 |
| t. Transfer | FA: §6.3 & 15<br>SPA: §12<br>ADA: §7 | Items 6 and 17 |
| u. Renewal | FA: §3.2-3.6<br>SPA: §4<br>ADA: §4.5 | Items 6 and 17 |
| v. Post termination obligations | FA: §19<br>SPA: Not Applicable<br>ADA: Not Applicable | Item 17 |
| w. Non-competition covenants | FA: §16<br>SPA: Not Applicable<br>ADA: Not Applicable | Item 17 |
| x. Dispute resolution | FA: §21<br>SPA: §15<br>ADA: §10 | Item 17 |
| y. Personal Guaranty | FA: §1 (definition of Guarantor), 4.8 & Attachment C<br>SPA: §7.3<br>ADA: §6 | Item 15 |
| z. Security Interest | FA: §4.7 & 17.10<br>SPA: Not Applicable<br>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, as discussed below under *Site Selection*. (§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, as discussed below under *Site Development*. (§5.3)

3. Training. We will provide initial training for your 1st Shop, which includes: (a) 3 to 7 days of Corporate Training for your Principal Owner and Shop Manager at our Beverly Hills training facility; (b) 2 weeks of In-Store Training for either your Principal Owner or Shop Manager at a company-owned Go Greek Shop; and (c) 7 to 14 days of Onsite Training and Opening Assistance at your Shop around the time of your soft opening, as discussed below under *Training Programs*. (§6.1)

4. Manuals. We will provide access to our Manuals which will help you develop and operate your Shop. The Manual includes 48 pages. The Table of Contents is attached as EXHIBIT "E". (§7.1)

5. Approved Suppliers. We will provide you with our current list of Approved Suppliers. (§9)

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

1. 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 products or services used in or at the Go Greek Shop for which we have not established Approved Suppliers. (§7.2)
2. Training. We may (but need not) provide post-opening training programs such as refresher, supplemental or remedial training programs we designate or Corporate Training you request, as discussed below under *Training Programs* (§6.2)
3. Products. We will designate the Proprietary Products and Non-Proprietary Products you must stock and promote at your Shop. We may designate some of these items as optional. (§9)
4. Inspections. We may periodically inspect your Shop for compliance with our brand standards and other requirements. We will notify you of any problems that require correction, remedy or repair. (§5.3 & 7.3)
5. Pricing Guidelines. We may provide you with our suggested retail pricing. You may deviate from our suggested pricing, but we must approve any deviation more than 10% higher or lower than our suggested pricing, unless the pricing is part of a temporary advertising or promotional campaign we approved. To the extent permitted by law, we may set maximum or minimum prices on the goods and services you sell. (§8.7)
6. Brand Fund. We will administer a Brand Fund, as discussed below under *Advertising and Marketing*. (§11.1)
7. Marks and System. We will permit you to use the Marks and System during the term of your Franchise Agreement. (§2.1)
8. Confidential Information. We will provide you with access to our confidential information during the term of your Franchise Agreement. (§12.1)
9. 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). (§7.5)
10. Annual Franchisee Conference. We may (but need not) hold Annual Franchisee Conferences for Go Greek franchisees. Your Principal Owner and Shop Managers must attend the Annual Franchisee Conference at your expense. We may use the Brand Fund to cover our costs to hold the Annual Franchisee Conference. (§8.26)

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

**Training Programs** (FA §6)

Your Principal Owner, Shop Manager and other supervisorial and managerial personnel must attend and complete our pre-opening initial training program, which includes:

**Phase 1 Training→** 3 to 7 days of franchise management and operations training conducted in Beverly Hills at our corporate office and/or company-owned Go Greek Shop ("**Corporate Training**")

**Phase 2 Training→** 7 to 14 days onsite training and support conducted by our opening assistance team (i.e., 1 to 2 trainers experienced with our System) around the time of your soft opening, including onsite training for your staff ("**Onsite Training**") and onsite opening assistance and support ("**Opening Assistance**")

**In-Store Training→** 2 weeks of on-the-job training in a company-owned Go Greek Shop in Beverly Hills, which must be completed by either the Principal Owner or Shop Manager (but not both) after completion of Phase 1 Training

You may send other owners to initial training but it is not required. Your Principal Owner and all supervisorial and managerial personnel must successfully complete 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 Shop; and (b) no later than 6 months after you sign the Franchise Agreement. Either your Principal Owner or Shop Manager must also complete In-Store Training to our satisfaction before you open your Shop.

The format for training may include lectures, interactive role playing, hands-on training, conference calls and/or webinars. We reserve the right to conduct all (or any portion) of the training program remotely via webinar, conference call or similar means. The primary training materials include the Manual and videos. We do not charge for training materials. We can modify the training program at our discretion based on our subjective assessment of the skills, abilities and prior experience of your Principal Owner and management personnel. We intend to offer initial training on an "as-needed" basis to enable franchisees to meet their opening deadlines. Our initial training program currently covers the following topics:

**TRAINING PROGRAM**

| SUBJECT | HOURS OF CLASSROOM TRAINING | HOURS ON THE JOB TRAINING | LOCATION |
|---|---|---|---|
| History and Heritage of the Brand | 2 | 0 | Beverly Hills, CA & your Shop |
| Guiding Principles | 2 | 0 | Beverly Hills, CA & your Shop |
| The Go Greek Yogurt Brand | 2 | 0 | Beverly Hills, CA & your Shop |
| Marketing | 3 | 0 | Beverly Hills, CA & your Shop |
| Leadership | 2 | 0 | Beverly Hills, CA & your Shop |
| Standards | 2 | 0 | Beverly Hills, CA & your Shop |
| Profile | 1 | 0 | Beverly Hills, CA & your Shop |
| Local Store Marketing | 2 | 1 | Beverly Hills, CA & your Shop |
| Training | 1 | 0 | Beverly Hills, CA & your Shop |
| Orientation to Daily Team Member Operations | 5 | 0 | Beverly Hills, CA & your Shop |
| Daily Team Member Operations | 0 | 12 | Beverly Hills, CA & your Shop |
| Inventory and Labor Management | 8 | 8 | Beverly Hills, CA & your Shop |
| Orientation to Shift Management | 4 | 0 | Beverly Hills, CA & your Shop |
| Practical Shift Management | 0 | 16 | Beverly Hills, CA & your Shop |
| Multi-Unit Management | 2 | 1 | Beverly Hills, CA & your Shop |
| In-Store Leadership | 4 | 16 | Beverly Hills, CA & your Shop |
| Field Standards | 0 | 6 | Beverly Hills, CA & your Shop |
| In-Store Training | 0 | 80 | Beverly Hills, CA |
| Total | 40 | 140 | |

*Post-Opening Training Programs*

We may offer periodic refresher or supplemental training courses for your Principal Owner and management personnel. We may designate each course as mandatory or optional. We may also require attendance at remedial training programs. You may request that we provide additional training for your Principal Owner and management personnel, which we may (but need not) provide.

*Instructors*

Jonathan Williams is in charge of our training program. He provides instruction on all topics. Mr. Williams has more than 8 years of experience with Go Greek Yogurt and a total of 13 years of experience in the industry.

William Perez has been with the company since 2022, leading the franchisee training program and playing a key role in supporting operations and driving growth across multiple locations. Throughout his tenure, William has been involved in streamlining processes, improving store performance and supporting franchise partners. His role focuses on overseeing day-to-day operations, implementing systems, and ensuring consistency across the brand. He has a total of 12 years of experience in the industry, including with us, Panda Express and Jersey Mike's

Samantha White has been with us since 2025. She brings a strong background in training and development from her previous roles in the industry. She has experience onboarding staff, building training programs and ensuring team are equipped with new tools and knowledge needed to succeed. In her current role, Samantha is focused on leading training initiatives, support new store openings, helping maintain operational standards across locations and structured training to help drive brand consistency. She has a total of 6 years of experience in the industry, including with us, Maugame Udon and Jersey Mike's.

*Training Fees and Costs*

We do not charge a training fee for our standard pre-opening initial training program unless:

1. you send more than 5 people to Phase 1 Training, in which case we may charge you an additional training fee of $3,000 for each person you send in excess of 5; and/or

2. you require more than 2 weeks of Onsite Training and Opening Assistance, in which case we may charge you an additional training fee of $500 per trainer per day and require you to reimburse all Travel Expenses incurred by our trainer(s) for the period of time our trainer(s) remain at your Shop in excess of 2 weeks.

We may charge a $1,500 training fee for each person who attends our initial training program after your Shop opens. We may also charge a training fee of $500 per person per day for each person who attends: (a) refresher, supplemental or remedial training; or (b) additional training you request (other than initial training which requires a fee of $1,500 per trainee). You must also reimburse all Travel Expenses we incur to provide onsite training at your Shop. You are responsible for all wages and Travel Expenses that you and your trainees incur for training.

*Third-Party Training Programs*

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

**Site Selection & Lease / Purchase Agreement** (§5.1 & 5.2)

A typical Go Greek Shop ranges in size from 800 to 1,500 square feet and is located in a suburban area on a major thoroughfare or adjacent to or part of a suburban shopping center. 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 identifying the proposed site of your Go Greek Shop. We may assist you in locating a proposed site, but we are not obligated to do so.

We must approve the site you propose for your Shop. The site must be located in the Site Selection Area described in the Franchise Agreement and conform to our minimum site selection criteria. You must send us a complete site report that includes all information we require about your proposed site. We accept or disapprove sites within 10 days after receiving the site report. We consider the following factors when reviewing proposed sites:

- visibility, size, condition and characteristics of the building
- traffic counts and traffic patterns
- accessibility and availability of parking
- general location of neighborhood
- lease terms

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

If you lease the premises for your 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. You must send us your lease at least 15 days before you sign it so we can verify that it does not include any terms that conflict with the Franchise Agreement (however, you retain responsibility for ensuring your lease terms do not conflict with the Franchise Agreement). If you purchase premises for your Go Greek Shop, we must approve the proposed purchase contract before you sign it.

Within 180 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 or if we cannot agree upon a site.

**Site Development** (§5.3 & 8.21)

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. We may require you to periodically remodel and renovate your Go Greek Shop to conform to our current standards and specifications. However, we will not require you to: (a) remodel and renovate more than once during any 5-year period; or (b) spend more than $25,000 for remodeling and renovations during the initial term of the Franchise Agreement.

**Computer and Technology Systems** (§8.2, 8.17, 8.18, 8.19, 8.27, 8.28, 11.6 & 11.7)

*Required Technology Systems*

You must purchase and use all Technology Systems we designate from time to time. We currently require that you purchase, install and utilize the following Technology Systems:

1. Toast Point-of-Sale System ("**POS System**")
2. Spectrio Menu Screen
3. Closed Circuit Camera System ("**Camera System**")
4. Back Office Computer System with Printer
5. THANX Loyalty App
6. Sound System

Go Greek Shops must use the Toast POS System, which includes the following components:

- 2 Toast Flex for Guest with Toast Tap (on counter), Credit Card Reader, Toast Printer and Cash Drawer
- 1 Toast Flex for Kitchen with Counter Stand
- 2 CAS PD-2Z30 POS Scales
- Pronto Router
- Pronto 8 Port Ethernet Switch

You must also purchase 1 Apple Mac computer for your back office and 1 laptop. You must license and utilize Microsoft Office. 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. You must acquire our designated Camera System, including 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.

We may change the required Technology Systems from time to time, including those described above.

*How Technology Systems Are Used*

The POS System includes most of the hardware and software used to operate the 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 THANX Loyalty App is used to implement our loyalty program.

You must purchase a Spectrio digital menu board and license the associated software.

You will use your back office computer system to: prepare reports; access forms; communicate via email; and access a server to upload reports and other operational data.

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

You will use the Sound System to play music in your Go Greek Shop. You may only play music we approve (as set forth in the Manuals).

The main area of your Go Greek Shop must offer free high-speed WiFi service for your customers in compliance with our requirements for bandwidth (as set forth in the Manuals or otherwise communicated to you).

*Fees and Costs*

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

- POS System ($1,700 to $1,900)
- Digital Menu Board (no cost for hardware, only the $120 monthly licensing fee)
- 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 charge a technology of $250 per month ($3,000 per year) which is a pass-through cost for the THANX Loyalty App. We are required to collect this fee from our franchisees and remit the sum to the licensor of the App.

You must pay monthly fees for the Toast POS System and associated restaurant management software. The current monthly fee is $232 per month ($2,784 per year). The table below summarizes the various subscriptions and associated fees that comprise the $232 monthly fee.

| TOAST SUBSCRIPTIONS AND FEES | | |
|---|---|---|
| **Subscription** | **Fee (Monthly)** | **Fee (Annual)** |
| Toast POS Software Subscription | $45 | $540 |
| Additional Tablet Software Subscription | $25 | $300 |
| Toast Restaurant Management Pro | $75 | $900 |
| Kitchen Display Subscription | $17 | $204 |
| Gift Card Program Subscription | $25 | $300 |

| Toast Subscriptions and Fees | | |
|---|---|---|
| **Subscription** | **Fee (Monthly)** | **Fee (Annual)** |
| 3rd Party Delivery Platform Integration (GrubHub, DoorDash and UberEats) | $45 | $540 |
| Total | $232 | $2,784 |

Toast will serve as your credit card processing company and charge you its then-current credit card processing rates. The fees charged by Toast are subject to change.

The table below identifies the ongoing fees and costs you must pay for all software, technology, Apps, subscriptions and related services associated with the Technology Systems (including the POS System fees that are broken down in more detail in the table above):

| Technology Systems – Ongoing Fees and Costs* | | | |
|---|---|---|---|
| **Item** | **Fee (Monthly)** | **Fee (Annual)** | **To Whom Paid?** |
| POS System | $232 | $2,784 | Third-Party Licensor |
| THANX Loyalty App (covered by technology fee) | $250 | $3,000 | Us |
| 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 |
| Spectrio (Digital Menu Board Fees) | $120 | $1,440 | Third-Party Licensor |

* Fees are subject to change. The fees listed in the table are the fees currently imposed at the time this Disclosure Document was issued.

*Maintenance, Support, Updates and Upgrades*

You will receive a certain number of hours of support and training from a Toast representative as part of the onboarding and implementation services you must purchase (the fee for this service is included in the $1,700 to $1,900 estimated initial cost disclosed above). Toast provides a 2-year warranty on all hardware. As part of the monthly fee, Toast provides all required maintenance and updates for your POS System software. Any upgrades will be billed at Toast's then-current rates. In exchange for the ongoing fees disclosed in the table above, the licensors of THANX Loyalty App and the software associated with the Camera System and Music System provide any required maintenance and updates.

Except as 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. You may not share this data with anyone other than us and any other person we approve in writing.

*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.

**Advertising and Marketing** (§11)

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. There is currently no franchisee advertising council that advises us on marketing and advertising matters.

*Our Advertising Obligations*

We have no obligation to conduct advertising for the franchise system. However, we may periodically create advertising and marketing materials for your use. We may: (a) use the Brand Fund to pay for the creation and distribution of these materials, in which case there will be no additional charge; (b) provide online access to these materials, in which case you must print the materials at your expense; or (c) contract with third-party suppliers to create advertising or marketing materials that you may purchase.

*Grand Opening Advertising*

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 period of time that begins 90 days prior to opening and ends 15 days after opening, you must spend at least $7,500 (which includes the $2,500 fee you must pay to our designated marketing company) on grand opening marketing and advertising in accordance with your approved Grand Opening Plan.

*Post-Opening Advertising*

After opening, you must spend at least $500 per month on local advertising (i.e., the Local Marketing Commitment). If you fail to spend this minimum amount, we may collect the deficiency from you and deposit such amount into the Brand Fund. You may develop your own advertising and marketing materials and programs but we must approve them prior to use. We must also approve the media you intend to use. You may not use any advertising materials, programs or media that we have not approved.

*Websites, Social Media and Digital Advertising*

We maintain a corporate website to promote our brand. We will also create and host a local webpage for your Shop that will be linked to our corporate website and list information about your Shop we deem appropriate. We can modify or discontinue our website and/or your Go Greek Shop's webpage at any time. Except for the webpage we provide, you may not: (a) develop, host, or otherwise maintain a website (or other digital presence) bearing our Marks; (b) conduct digital or online advertising; or (c) engage in ecommerce. However, we do permit you to market your 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
- we may require that you contract with and utilize a social media company we designate
- you must provide us with full administrator rights to your social media accounts
- we must retain ownership of all social media accounts relating to your Shop

*Brand and System Development Fund*

We currently administer a Brand Fund that may be used to pay for any of the following in our discretion:

- developing, distributing or administering advertising and marketing materials and programs
- conducting and administering promotions, contests or giveaways
- public and consumer relations and publicity
- brand development
- sponsorships and charitable and nonprofit donations and events
- research and development of technology, products and services
- website development and search engine optimization
- development, maintenance and promotion of an ecommerce platform
- development and implementation of quality control programs
- conducting market research
- reimbursing costs we incur to host Annual Franchisee Conferences including: renting the venue; providing meals, beverages or other amenities to attendees; paying guest speakers; purchasing prizes or awards given out at the conference; paying for preparation of materials distributed to attendees; etc.
- changes and improvements to the System
- fees and expenses charged by advertising agencies we engage to provide marketing services
- collecting and accounting for brand fund fees and preparing financial accountings of the Brand Fund
- any other programs or activities we deem appropriate to promote or improve the System
- reimbursing us for administrative, overhead and other expenses we incur to administer the Brand Fund, including compensation paid to our personnel for time spent working on Brand Fund matters

We direct and have complete control and discretion over all advertising programs paid for by the Brand Fund, including the creative concepts, content, materials, endorsements, frequency, placement and media used (including digital, print, television, radio and billboard). We expect most advertising will be local or regional in coverage during the first few years. The Brand 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 pay a brand fund fee equal to 2% of Gross Sales. Company-owned Go Greek Shops are not required to contribute to the Brand Fund. All monies deposited into the Brand 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 may be invested and we may lend money if there is a deficit. An unaudited financial accounting of Brand Fund contributions and expenditures will be prepared annually and made available to you upon request. During the fiscal year ended December 31, 2025 we did not spend any Brand Fund Fees.

The Brand Fund is not a trust. We have no fiduciary obligations or liability to you with respect to our administration of the Brand Fund. Once established, we may discontinue the Brand Fund on 30 days' notice.

*Advertising Cooperatives*

We may, but need not, establish regional advertising cooperatives to pool advertising funds to be used in discrete regions. We determine the boundaries of the cooperative, which usually coincide with zip codes, designated marketing areas or municipal boundaries. If your Shop is located in a region subject to an advertising cooperative you must: (a) participate in the cooperative according to its rules and procedures and abide by its decisions; and (b) pay a cooperative advertising fee. We may set the minimum cooperative advertising fee or we may allow the cooperative to set the fee based on majority vote of its members. In either case, the fee will not exceed 2% of Gross Sales. All cooperative advertising fees you pay are credited against your Local Marketing Commitment. Company-owned Go Greek Shops that are located in cooperatives contribute on the same basis as franchisees.

We specify the manner in which the cooperative is organized and governed. We may administer the cooperative ourselves. Or we may establish an advertising council, comprised by the cooperative's members, to administer the cooperative. We may require that cooperatives operate in accordance with written bylaws, organizational documents or other governing documents we approve. Advertising cooperatives are not required to 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. No advertising cooperatives were in effect on December 31, 2025.

**Franchise Advisory Council** (FA §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 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** (§5.4)

We expect most franchisees will open 6 to 9 months after signing the Franchise Agreement. Factors that may affect this time include:

- the amount of time needed to find an approved site
- protracted lease negotiations with the landlord
- the amount of time needed to secure financing, insurance, licenses and permits
- the condition of the building and extent of required upgrades, remodeling and renovations
- construction delays due to labor or materials shortages, inclement weather or other reasons
- delayed delivery or installation of equipment and fixtures
- the amount of time needed to comply with zoning requirements and other laws and regulations
- the amount of time needed to hire staff and complete training

## ITEM 12 TERRITORY

You will not receive an exclusive territory or development 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.

**Location of Your Go Greek Shop**

The Franchise Agreement grants you the right to operate one Go Greek Shop from a site we accept (as described in Attachment B to the Franchise Agreement). You may not relocate your Shop without our prior written consent. Our consent, which will not be unreasonably withheld, is 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 about the proposed site. You must also pay us a $2,500 Relocation Fee when you request our consent to a relocation.

**<u>Description of Protected Area</u> (Franchise Agreement)**

We will grant you a territory that consists of the geographic area within a 2-mile radius from your Go Greek Shop ("**Protected Area**"). However, if we allow you to locate your Go Greek Shop in a Captive Venue (defined below), then your Protected Area is limited to the premises of the Captive Venue. Upon renewal, we reserve the right to modify the boundaries of your Protected Area in accordance with our then-current territory guidelines and criteria.

**<u>Description of Development Area</u> (ADA)**

You will not receive an exclusive development 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.

If you sign an ADA, we will grant you a development area that will be described in your ADA (the "**Development Area**"). A development area typically consists of a geographic area that coincides with the boundaries of a municipality, such as a city, county or state. There is no 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 must sign a separate Franchise Agreement for each Go Greek Shop you develop. Each Go Greek Shop must be located in the Development Area. We must approve the site for each Go Greek Shop under our then-current site selection criteria. We send you a complete execution copy of the ADA that includes your Development Area, development fee and development schedule at least 7 days before you sign it.

**<u>Territorial Protections and Limitations</u>**

During the term of your Franchise Agreement, provided you are not in default, we will not develop or operate, or license a third party to develop or operate, another Go Greek Shop or Go Greek Ghost Kitchen that uses our Marks and is located in your Protected Area, except as otherwise permitted below with respect to Captive Venues and Acquisitions (each defined below). During the term of your ADA (if applicable) we will not develop or operate, or license a third party to develop or operate, another Go Greek Shop or Go Greek Ghost Kitchen that uses our Marks and is located in your Development Area other than: (a) any Go Greek Shop or Go Greek Ghost Kitchen located in your Development Area as of the date you sign the ADA (either open, under construction or for which a Franchise Agreement has been signed); and (b) as otherwise permitted below with respect to Captive Venues and Acquisitions.

We reserve the right to develop and operate Go Greek Shops that are located in Captive Venues within your Protected Area and Development Area (if applicable), but only if the owner or manager of the Captive Venue does not allow you to own and operate the Go Greek Shop yourself. If you are not eligible to develop and operate the Go Greek Shop in the Captive Venue, we may do so ourselves (but we would not grant rights to another franchisee to do so). A "<u>Captive Venue</u>" means a non-traditional outlet for a Go Greek Shop that is located within, or is a part of, another establishment or facility that consumers may visit for a purpose unrelated to the Go Greek Shop. Examples include Go Greek Shops located in:

- hotels or casinos
- office buildings or business complexes
- college campuses or universities
- airports, train stations, bus stations or cruise terminals
- stadiums or sporting arenas
- shopping malls
- military bases
- concert venues
- amusement parks

We also reserve the right to acquire (or be acquired by) another company or system that sells goods or services the same as or similar to the goods or services sold by Go Greek Shops, and the outlets of the acquired or acquiring company may be converted into Go Greek Shops even if located in your Protected Area or Development Area, if applicable (an "Acquisition").

**Alternative Channels of Distribution**

We reserve the right to sell, and license others to sell, competitive or identical goods and services (either under the Marks or different trademarks) through Alternative Channels of Distribution, including within your territory and development territory, if applicable. An "Alternative Channel 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 delivery service
- sales made from kiosks or mobile trailers

You are not entitled to any compensation for sales that take place through Alternative Channels of Distribution.

**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: (a) provide catering and delivery service within a prescribed area in accordance with the policies and procedures in the Manual; and (b) promote your Go Greek Shop using social media in accordance with our social media policy and other relevant requirements in the Manual. You may not market or sell using Alternative Channels of Distribution (such as the Internet, catalog sales, telemarketing or other direct marketing), either inside or outside your Protected Area or Development Area, except as otherwise noted above for social media marketing, catering and delivery service.

There are no other restrictions on your right to solicit customers, whether from inside or outside of your Protected Area or Development Area, if applicable.

**Additional Franchises and Territories**

We do not grant options, rights of first refusal or similar rights to acquire additional territories or franchises, other than your right and obligation to develop the prescribed number of Go Greek Shops within your development territory if you sign an ADA.

**Competitive Businesses Under Different Marks**

Neither we nor our affiliates currently intend to operate or franchise another business under a different trademark that sells products or services similar to those sold by a Go Greek Shop, but we reserve the right to do so.

## ITEM 13 TRADEMARKS

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

| **Registered Marks** | | | |
|---|---|---|---|
| **Mark** | **Registration Number** | **Registration Date (Renewal Date)** | **Register** |
| GO GREEK | 8,014,103 | November 4, 2025 | Principal |
| GO GREEK YOGURT | 6,107,984 | July 21, 2020 | Principal |
| CLASSIC HANDCRAFTED GREEK YOGURT | 6,087,496 | June 23, 2020 | Supplemental |
| AUTHENTIC GO GREEK YOGURTERIA | 4,976,762 | June 14, 2016 (November 30, 2021) | Principal |
| AUTHENTIC GO GREEK YOGURTERIA | 6,864,411 | October 4, 2022 | Principal |
| GOGREEK YOGURT | 4,621,950 | October 14, 2014 (February 1, 2025) | Principal |
| GOGREEK Fresh & Frozen Yogurt | 4,739,619 | May 19, 2015 (December 13, 2025) | Principal |

GGY IP also applied to register the following Marks on the Principal Register of the USPTO:

| **Unregistered Marks** | | | |
|---|---|---|---|
| **Mark** | **Serial Number** | **Application Date** | **Nature of Application (Based on Use or Intent to Use)** |
| GO GREEK | 99,444,930 | October 15, 2025 | Based on Use |
| PUREGREEK | 99,684,755 | March 5, 2026 | Based on Us |

We do not have a federal registration for the Marks immediately above in the table labeled "Unregistered Marks". Therefore, these Marks do not have many legal benefits and rights as a federally registered trademark. If our right to use any of these 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.

We may change the trademarks you may use from time to time, including by discontinuing use of the Marks listed in Item 13. If this happens, you must change to the new trademark at your expense.

You must notify us immediately if you discover an infringing use (or challenge to your use) of the Marks. We will take the action we deem appropriate. We are not required to take any action if we do not feel it is warranted. You may not control any proceeding or litigation involving our 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 does not cover reimbursement of any legal or other professional fees or costs you pay to independent legal counsel or others in connection with the matter. Our indemnification obligation only applies 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; (c) pending material litigation matters involving any of the Marks; or (d) infringing uses we are aware of that could materially affect your use of the Marks.

On April 21, 2022, we and GGY IP signed a License Agreement (the "License Agreement") granting us the right to use and sublicense the Marks to franchisees. The License Agreement term automatically renews annually unless terminated in accordance with its terms. GGY IP may terminate the License Agreement only if we: (a) declare bankruptcy or become insolvent; (b) breach GGY IP's quality control standards and fail to cure within a 60-day cure period; or (c) consent to the termination. If the License Agreement terminates, all sublicenses granted to franchisees prior to the termination date remain in effect until the franchise agreement expires or terminates. No other agreements limit our right to use or sublicense 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.

During the term of the Franchise Agreement, we allow you to develop and operate your Shop using certain confidential and proprietary information in the Manuals (some of which constitute "trade secrets"). You may not disclose, publish, sell, show, or reproduce the Manuals. If we provide our Manuals in hard copy format (or we provide electronic access and you print them), 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. Without our approval, you may not enter our confidential or proprietary information into public/open AI models or other AI models that use such information to train the AI.

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 compensation to you. We 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 must comply with all applicable data protection laws and our data processing and data privacy policies in the Manuals. 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 System as a work made for hire for us without compensation to you. We also own all phone and fax numbers, email addresses, domain names, social media and other Internet addresses used in operation of the Go Greek Shop.

You must promptly notify us if you discover an unauthorized use of our proprietary information or copyrighted materials. We are not required to act, but will respond as we deem appropriate. You may not control any proceeding or litigation involving allegations of unauthorized use of our proprietary information or copyrighted materials. We have no obligation to indemnify you for any expenses or damages you incur as a result of any such proceeding or litigation. There are no infringements known to us at this time.

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

**Owner Participation**

You must designate an owner with overall responsibility for the management and operation of your Shop (the "**Principal Owner**"). The Principal Owner must: (a) be approved by us; (b) successfully complete all training programs we require; (c) dedicate full-time efforts to your Shop; and (d) at all times hold at least a 10% ownership interest in the franchise. Any new Principal Owner you appoint must successfully complete initial training before managing your Shop.

Except as provided above with respect to your Principal Owner, we do not require that your owners personally participate in the management or operation of your Shop. If you form a business entity to act as the franchisee under the Franchise Agreement, then the following persons must sign the Guarantee attached to the Franchise Agreement: (a) each person who owns a 25% or greater direct or indirect ownership interest in the entity; (b) the Principal Owner; and (c) the spouse of each person identified in clause (a) or (b). 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.

**Shop Managers**

You may hire Shop Managers to provide onsite management of the Go Greek Shop whenever the Principal Owner is not present. Your Shop Manager must successfully complete all training programs we require and sign a Confidentiality Agreement in a form we approve. Either the Principal Owner or Shop Manager must be present at the Shop during normal business hours. The Principal Owner must monitor and supervise each Shop Manager to ensure your Shop is operated in compliance with the Franchise Agreement and Manuals. We do not require that your Shop Managers own an equity interest in the franchise.

## 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), Supply and Purchase Agreement (SPA) and 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: §1 (definition of Initial Term) & 3.1 | Term is equal to 10 years. |
| | SPA: §4 | Term of SPA runs concurrently with term of Franchise Agreement. |
| | ADA: §1 (definition of Term) | Term expires on the opening date listed in the development schedule for the last Go Greek Shop you are required to develop. |
| b. Renewal or extension of the term | FA: §3.2 | If you meet renewal conditions, you can enter into 1 successor franchise agreement. The renewal term is 10 years. The parties may mutually agree to further renewals but neither party is obligated to do so (subject to state law). |
| | SPA: §4 | You may renew SPA if you renew Franchise Agreement. |
| | ADA: §4.5 | No renewal rights. |
| c. Requirements for you to renew or extend | FA: §3.2, 3.3 & 3.4 | You must: not be in default; give us timely notice; sign then-current form of franchise agreement; sign general release (subject to state law); pay renewal fee; and remodel Go Greek Shop and upgrade furniture, fixtures and equipment to current standards.<br>We may prohibit you from renewing if (a) you did not remain in substantial compliance with the Franchise Agreement throughout the entire term or (b) you received 3 or more default notices from us in any 18-month period.<br>If you renew, you may be required to sign a contract with materially different terms and conditions than the original contract. |
| | SPA: §4 | You must comply with renewal provisions in the Franchise Agreement. GGY Mediterra may also require that you: sign then-current form of Supply and Purchase Agreement; and sign general release (subject to state law). |
| | ADA: §4.5 | You may not renew or extend the term of the ADA. |
| d. Termination by you | FA: §17.9 | You can terminate if we default and fail to timely cure. |
| | SPA: §13 | You can terminate if GGY Mediterra defaults and fails to timely cure. |
| | ADA: Not Applicable | You can terminate under any grounds permitted by law. |
| e. Termination by us without cause | FA: Not Applicable | We can terminate without cause if you provide written consent. |
| | SPA: Not Applicable | GGY Mediterra can terminate without cause if you provide written consent. |
| | ADA: Not Applicable | We can terminate without cause if you provide written consent. |
| f. Termination by us with cause | FA: §17.1, 17.2, 17.3 & 17.5 | We can terminate if you default. |
| | SPA: §13 | GGY Mediterra can terminate if you default. |
| | ADA: §8 | We can terminate if you default. |

| THE FRANCHISE RELATIONSHIP | | |
|---|---|---|
| **PROVISION** | **SECTIONS IN AGREEMENT** | **SUMMARY** |
| g. “Cause” defined – curable defaults | FA: §17.2 & 17.3 | You have the following cure periods: (a) 24 hours for health or safety hazards; (b) 3 days for purchasing or selling unapproved products or or purchasing proprietary or branded products from an unapproved supplier; (c) 10 days for financial defaults or violations of law; and (d) 30 days for any other default (other than a default described below under “non-curable defaults”). |
| | SPA: §13 | You have 10 days to cure financial defaults and 30 days for any other default (other than a default described below under “non-curable defaults”). |
| | ADA: §8.1 | You have 30 days to cure any default other than a default described below under “non-curable defaults”. |
| h. “Cause” defined - non-curable defaults | FA: §17.1 & 17.2 | The following defaults cannot be cured: insolvency, bankruptcy or asset seizure; failure to open in timely manner; abandonment; conviction of certain crimes-unless affected Owner removed within 30 days; commission of act that may adversely affect reputation of System or Marks; material misrepresentations; knowingly providing false records or reports; failure to maintain adequate inventory; abusive language; 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; failure to process delivery orders and record sales in POS system; unauthorized Transfers; unauthorized use of our intellectual property; breach of noncompetition, non-disparagement or confidentiality covenant; breach of legal compliance representations; termination of lease due to your default; 2 default notices for sale of unauthorized products, or 3 default notices for any other defaults, in a 12-month period; termination of any other agreement between you (or your affiliate) and us (or our affiliate) due to your default (but termination of an ADA for breach of the development schedule is not grounds for termination of any Franchise Agreement otherwise in good standing); or any other default that, due to its nature, cannot be cured. |
| | SPA: §13 | The following defaults cannot be cured: breach of your obligation to purchase certain products exclusively from GGY Mediterra; breach of legal compliance representations; or termination of Franchise Agreement. |
| | ADA: §8.1 | If we terminate a franchise agreement due to your default, we may terminate the ADA without opportunity to cure. |
| i. Your obligations on termination/ non-renewal | FA: §19 | Obligations include: remove trade dress and alter premises to eliminate resemblance to a Go Greek Shop; cease use of intellectual property; cancel fictitious names; return Manual and branded materials; assign telephone numbers, listings, media accounts and domain names; and pay amounts due (also see “r”, below). |
| | SPA: Not Applicable | The SPA does not impose any post-term obligations on you. |
| | ADA: Not Applicable | The ADA does not impose any post-term obligations on you. |
| j. Assignment of contract by us | FA: §15.1 | No restriction on our right to assign. |
| | SPA: § | No restriction on GGY Mediterra’s right to assign |
| | ADA: §7.1 | No restriction on our right to assign. |
| k. “Transfer” by you – definition | FA: §1 (definition of Transfer) & 15.2 | Includes ownership change or transfer of contract or assets. |
| | SPA: §1 | Definition of Transfer in Franchise Agreement governs. |
| | ADA: §1 (definition of Transfer) & 7.2 | Includes ownership change or transfer of contract or assets. |

| THE FRANCHISE RELATIONSHIP | | |
|---|---|---|
| **PROVISION** | **SECTIONS IN AGREEMENT** | **SUMMARY** |
| l. Our approval of transfer by you | FA: §1 (definition of Permitted Transfer) & §15.2 | You may engage in a Permitted Transfer (defined in Note 2 in Item 6) without approval. We must approve other Transfers but will not unreasonably withhold approval. |
| | SPA: §12 | |
| | ADA: §1 (definition of Permitted Transfer), 7.2 & 7.3 | |
| m. Conditions for our approval of transfer | FA: §15.2 | Transferee must: meet our qualifications; successfully complete training (or arrange to do so); obtain required licenses and permits; assume your obligations under contracts relating to the Business; sign then-current form of franchise agreement for remainder of term or, at our option, assume your Franchise Agreement; and remodel Go Greek Shop and upgrade furniture, fixtures and equipment to current standards within 1 year of Transfer or such shorter period of time we specify.<br>You must: be in compliance with Franchise Agreement; assign lease (if applicable); pay transfer fee; subordinate transferee's ongoing payments owed to you (if any) to transferee's financial obligations owed to us; and sign general release (subject to state law).<br>If the Franchise Agreement was signed under an ADA you must concurrently assign all other existing Franchise Agreements to the same transferee unless we waive this requirement in our discretion.<br>We must notify you that we will not exercise our right of first refusal. |
| | SPA: §12 | Transfer provisions in Franchise Agreement govern. |
| | ADA: §7.2 | Transferee must: meet our qualifications; successfully complete training (or arrange to do so); and sign then-current form of area development agreement for remainder of term or, at our option, assume your ADA.<br>You must: be in compliance with all Franchise Agreements and ADA; assign all Franchise Agreements to same purchaser unless we agree to contrary (or we instruct transferee to sign then-current form of franchise agreement); comply with transfer provisions in Franchise Agreements; pay transfer fee; and sign general release (subject to state law).<br>We must notify you that we will not exercise our right of first refusal. |
| n. Our right of first refusal to acquire your business | FA: §15.5 | We can match any offer for your business. |
| | SPA: Not Applicable | Not Applicable |
| | ADA: §7.5 | We can match any offer for your area development rights. |
| o. Our option to purchase your business | FA: §18 & 19.5 | We have the option to purchase your Shop or its assets during the term of the Franchise Agreement or upon the expiration or termination of the Franchise Agreement. The purchase price is calculated as: (1) the greater of 4 times Normalized EBITDA or 2 times your total initial investment (if we purchase Shop during the term) or (2) fair market value of the assets, excluding goodwill (if we purchase Shop after your franchise terminates or expires). |
| | SPA: Not Applicable | The SPA does not grant GGY Mediterra a purchase option. |
| | ADA: Not Applicable | The ADA does not include a purchase option. |
| p. Your death or disability | FA: §15.4 | Within 180 days, interest must be assigned by estate to an assignee in compliance with conditions for other Transfers. |
| | SPA: §12 | Transfer provisions in Franchise Agreement govern. |
| | ADA: §7.4 | Within 180 days, interest must be assigned by estate to an assignee in compliance with conditions for other Transfers. |

| THE FRANCHISE RELATIONSHIP | | |
|---|---|---|
| **PROVISION** | **SECTIONS IN AGREEMENT** | **SUMMARY** |
| q. Non-competition covenants during the term of the franchise | FA: §16.1 | 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 System; or own or have any interest in a competitive business. |
| | SPA: Not Applicable | The SPA does not impose any noncompetition covenants. |
| | ADA: Not Applicable | The ADA does not impose any noncompetition covenants. |
| r. Non-competition covenants after the franchise is terminated or expires | FA: §16.2 | No involvement for 2 years in a competing business operated from the premises of your Go Greek Shop or located anywhere within 20 miles of your Go Greek Shop or any other Go Greek Shop that is operating or under development at the time the franchise terminates or expires. |
| | SPA: Not Applicable | The SPA does not impose any noncompetition covenants. |
| | ADA: Not Applicable | The ADA does not impose any noncompetition covenants. |
| s. Modification of the agreement | FA: §7.1, 16.5, 24.5 & 24.7 | Requires writing signed by both parties (except we may unilaterally change Manual or reduce scope of restrictive covenants). Other modifications to comply with state laws. |
| | SPA: §16.7 | |
| | ADA: §12.7 | |
| t. Integration/ merger clause | FA: §24.7 | Only the terms of the Franchise Agreement, Supply and Purchase Agreement, ADA and their attachments are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement, Supply and Purchase Agreement and ADA 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. |
| | SPA: §16.7 | |
| | ADA: §12.7 | |
| u. Dispute resolution by arbitration or mediation | FA: §21 | Subject to state law, all disputes must be mediated before litigation, except for certain that may be brought in court. |
| | SPA: §15 | |
| | ADA: §10 | |
| v. Choice of forum | FA: §21.1 & 21.2 | Subject to state law, all mediation and litigation must take place in Los Angeles County, California. |
| | SPA: §15 | |
| | ADA: §10 | |
| w. Choice of law | FA: §24.1 | Subject to state law, California law governs. |
| | SPA: §16.1 | |
| | ADA: §12.1 | |

## 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.

**Defined Terms**

For purposes of this FPR, the following terms have the meanings given to them below:

"***Company-Owned Shop***" means any Go Greek Shop owned by us, our affiliate or a person listed in Item 2 of this Disclosure Document if that person is also involved with the management of the Go Greek Shop.

"***Converted Shop***" means a Go Greek Shop that was a Company-Owned Shop sold to a franchisee, or a Franchised Shop reacquired by us or our affiliate, during a given Measuring Year.

"***FPR***" means the financial performance representation set forth in Item 19 of this Disclosure Document.

"***Franchised Shop***" means any Go Greek Shop owned by a franchisee.

"***Gross Sales***" means total revenue from all sales made by the Go Greek Shop (including from catering and delivery service) together with: (a) all other sums derived in connection with the Go Greek Shop, including business interruption insurance proceeds; and (b) the full value of meals provided to employees as incident to their employment. Gross Sales does not include: (a) sales or use taxes collected from customers and remitted to taxing authorities; (b) the value of coupons or vouchers issued to customers; (c) revenue from the sale of furniture, fixtures and equipment in the ordinary course; (d) tips paid to and retained by staff members as a gratuity; or (e) fees paid to and retained by third-party delivery service providers in connection with delivery transactions. Under current policy, gift card proceeds are not included in Gross Sales when the gift card is sold. Instead, Gross Sales includes the value of the goods received by the customer in exchange for the gift card at the time the gift card is redeemed.

"***Measuring Years***" means the 2024 calendar year and the 2025 calendar year.

"***Qualifying Shop***" means any Company-Owned Shop or Franchised Shop that was open throughout the entire 2025 Measuring Year and provided us with all data we requested to prepare this FPR.

**System Statistics**

For purposes of this FPR, a Go Greek Shop may be referred to as an "outlet." On December 31, 2025 there were:

- 2 open Company-Owned Shops, both of which are Qualifying Shops for purposes of the 2025 Measuring Year and the 2024 Measuring Year
- 4 open Franchised Shops, 1 of which is a Qualifying Shop for purposes of the 2025 Measuring Year but not the 2024 Measuring Year (since it opened in 2024 and was not open the entire 2024 Measuring Year)

The tables below summarizes the outlet statistics and the number of Qualifying Shops:

| **Outlet Type** | **2025 Outlet Statistics** | | | | **Converted Shops** | **Qualifying Shops** |
|---|---|---|---|---|---|---|
| | ***Open Jan 1, 2025*** | ***Opened*** | ***Closed*** | ***Open Dec 31, 2025*** | | |
| Company-Owned | 2 | 0 | 0 | 2 | 0 | 2 |
| Franchised | 1 | 3 | 0 | 4 | 0 | 1 |

| **Outlet Type** | **2024 Outlet Statistics** | | | | **Converted Shops** | **Qualifying Shops** |
|---|---|---|---|---|---|---|
| | ***Open Jan 1, 2025*** | ***Opened*** | ***Closed*** | ***Open Dec 31, 2025*** | | |
| Company-Owned | 2 | 0 | 0 | 2 | 0 | 2 |
| Franchised | 0 | 1 | 0 | 1 | 0 | 0 |

**Details Regarding Qualifying Shops**

The following FPR presents: (a) 2024 and 2025 Gross Sales data for 2 Company-Owned Shops that are Qualifying

Shops, both of which were open the entire 2024 Measuring Year and 2025 Measuring Year; and (b) 2025 Gross Sales data for 1 Franchised Shop that is a Qualifying Shop. This FPR does not present 2024 Gross Sales data for Franchised Shops since none were open the entire 2024 Measuring Year. There are no material differences between the Qualifying Shops and the Franchised Shop offered under this Disclosure Document.

**Financial Performance Representation**

The table below presents historical Gross Sales achieved during the 2024 and 2025 Measuring Years by 2 Company-Owned Shops that are Qualifying Shops (and the year-over-year increase or decrease in Gross Sales):

| 2024 & 2025 GROSS SALES – 2 COMPANY-OWNED SHOPS | | | | | |
|---|---|---|---|---|---|
| **Location** | **Opening Date** | **Size** | **2024 Gross Sales** | **2025 Gross Sales** | **Year-Over-Year Comp** |
| Beverly Hills | October 2013 | 950 square feet | $3,209,116 | $3,936,761 | +22.7% |
| Santa Monica | February 2017 | 1,300 square feet | $1,457,575 | $1,979,113 | +35.8% |

The table below presents historical Gross Sales achieved during the 2025 Measuring Year by 1 Franchised Shop that is a Qualifying Shop:

| 2025 GROSS SALES – 1 FRANCHISED SHOP | | | | | |
|---|---|---|---|---|---|
| **Location** | **Opening Date** | **Size** | **2024 Gross Sales** | **2025 Gross Sales** | **Year-Over-Year Comp** |
| Studio City | June 2024 | 674 square feet | N/A | $1,371,511 | N/A |

Notes:

1. Source of Data: We prepared this FPR using data we obtained from the point-of-sale system used by the Qualifying Shops. The data has not been audited.

**Some Go Greek Shop outlets have sold this amount. Your individual results may differ. There is no assurance that you will sell 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 2023 TO 2025 | | | | |
|---|---|---|---|---|
| **Outlet Type** | **Year** | **Outlets at the Start of the Year** | **Outlets at the End of the Year** | **Net Change** |
| Franchised | 2023 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | +1 |
| | 2025 | 1 | 4 | +3 |
| Company-Owned | 2023 | 2 | 2 | 0 |
| | 2024 | 2 | 2 | 0 |
| | 2025 | 2 | 2 | 0 |
| Total Outlets | 2023 | 2 | 2 | 0 |
| | 2024 | 2 | 3 | +1 |
| | 2025 | 3 | 6 | +3 |

| Table 2 - Transfers of Outlets from Franchisees to New Owners (Other than Franchisor) for Years 2023 to 2025 | | |
|---|---|---|
| **State** | **Year** | **Number of Transfers** |
| Total | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 0 |

| Table 3 - Status of Franchised Outlets For Years 2023 to 2025 | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **State** | **Year** | **Outlets at Start of Year** | **Outlets Opened** | **Terminations** | **Non-Renewals** | **Reacquired by Franchisor** | **Ceased Operations - Other Reasons** | **Outlets at End of Year** |
| California | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| Florida | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| Totals | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 3 | 0 | 0 | 0 | 0 | 4 |

| Table 4 - Status of Company-Owned Outlets For Years 2023 to 2025 | | | | | | | |
|---|---|---|---|---|---|---|---|
| **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 | 2023 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 0 | 0 | 0 | 2 |
| Totals | 2023 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 0 | 0 | 0 | 2 |

| Table 5 - Projected Openings as of December 31, 2025 | | | |
|---|---|---|---|
| **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** |
| Arizona | 1 | 1 | 0 |
| California | 10 | 5 | 1 |
| District of Columbia | 1 | 1 | 0 |
| Florida | 2 | 2 | 0 |
| Michigan | 1 | 1 | 0 |
| Nevada | 1 | 1 | 0 |
| New York | 1 | 1 | 0 |
| Tennessee | 1 | 0 | 0 |
| Texas | 1 | 0 | 0 |
| Total | 19 | 12 | 0 |

Notes:

1. The Go Greek Shops listed in Table 4 are owned or managed by our affiliates.
2. The outlets listed in the tables above only refer to outlets located in the United States.

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, 2025. 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, Inc. for the fiscal years ending December 31, 2025, December 31, 2024 and December 31, 2023.

## 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 |

Attachments to Franchise Agreement

| | |
|---|---|
| ATTACHMENT "C" | Guarantee of Franchise Agreement |
| ATTACHMENT "D" | ACH Authorization Form |
| ATTACHMENT "E" | Lease Addendum |
| ATTACHMENT "F" | Supply and Purchase Agreement |

## 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**

**LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS**

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

**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

**FRANCHISOR'S AGENT FOR SERVICE OF PROCESS**

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**

**FRANCHISE AGREEMENT**

*[See Attached]*

DATE:

# GO GREEK YOGURT

# FRANCHISE AGREEMENT

**FRANCHISEE:** [_______________________________________________________]

**APPROVED SITE:** [_______________________________________________________]

**DATE:** [______________, 202__]

## TABLE OF CONTENTS



**ATTACHMENTS**

## GO GREEK YOGURT FRANCHISE AGREEMENT

This Franchise Agreement (this "Agreement") is made and entered into as of [_______________], 202[___] (the "Effective Date"), by and between Go Greek Yogurt World-Wide Franchising, Inc., a Delaware corporation ("we" or "us") and [____________________________________________________], a(n) [________________________________________] ("you"). We and you may be referred to in this Agreement either individually as a "Party" or collectively as the "Parties".

### RECITALS

A. We and our Affiliate have developed the "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 "Marks"). We may modify the Marks used to identify the System from time to time. We continue to develop, use and control the use of the Marks in order to identify for the public the source of services and products marketed under the Marks and the System, and to represent the System's high standards of quality, appearance and service.

B. You desire to obtain a license and franchise to develop, own and operate one Go Greek Shop (your "Franchised Shop" or your "Shop") under the Marks and in strict accordance with the System and our standards and specifications, and we are willing to grant you such license and franchise under the terms and conditions of this Agreement.

### AGREEMENT

**1. DEFINITIONS**. Capitalized terms not defined above have the meanings given to them below:

"*Abandon*" means (a) your failure, at any time during the Term, to keep the Shop open and operating for business for a period of five (5) consecutive days, except as otherwise permitted by the Manuals, (b) your failure to keep the Shop open and operating for any period after which it is not unreasonable under the facts and circumstances for us to conclude that you do not intend to continue to operate the Shop, unless the failure to operate is due to Force Majeure (subject to your continuing compliance with this Agreement) in which case §17.8 governs, (c) your failure to actively and continuously maintain and answer the telephone listed by you for the Franchised Shop solely with the Go Greek name, (d) the withdrawal of permission from the Landlord that results in your inability to continue operation of the Shop at the Franchised Location, or (e) a closure of the 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.

"*Acquisition*" means either: (a) a competitive or non-competitive company, franchise system, network or chain directly or indirectly acquiring us, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise; or (b) us, or our Affiliate or parent, directly or indirectly acquiring another competitive or non-competitive company, franchise system, network or chain, whether in whole or in part, including by asset or stock purchase, change of control, merger, affiliation or otherwise.

"*Additional Training Programs*" means and includes any refresher, supplemental, remedial or other training program we provide after your Opening Date other than Initial Training or any aspect of Initial Training.

"*Affiliate*" mean a Person that controls, is controlled by, or is under common control with, another Person. Control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract, ownership or otherwise.

"*AI Technology*" means an engineered or machine-based system designed to simulate human intelligence that exhibits adaptiveness after deployment and/or generates outputs (e.g., predictions, recommendations or decisions) for a given set of inputs/objectives, including systems employing computation techniques to simulate intelligent behavior or automate complex tasks (e.g., machine learning, deep learning, natural language processing, computer vision, neural networks, generative artificial intelligence, predictive analytics, intelligent automation tools and algorithmic processing systems).

"*Alternative Channels of Distribution*" means any channel of distribution other than retail sales made to customers while present at a Go Greek Shop including: (a) sales through direct marketing, such as over the Internet or through catalogs or telemarketing; (b) sales through retail stores that do not operate under the Marks, such as grocery stores, gas stations or convenience stores; (c) sales made at wholesale; (d) sales through catering or delivery service; and (e) sales made from kiosks or mobile trailers.

"*Anti-Corruption Law*" means those Laws that make it unlawful to offer, pay, promise or authorize to pay any money, gift or anything of value (including bribes, entertainment, kickbacks or any benefit), directly or indirectly, to: (a) any Government Official in order to assist with obtaining, retaining or securing an improper business advantage; or (b) any other Person with the intention of inducing or rewarding improper performance of a relevant function or activity.

"*Anti-Terrorism Law*" means Executive Order 13224 issued by the U.S. President (or any successor Order), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (or any successor legislation) and all other present and future Laws addressing or in any way relating to terrorist acts and acts of war.

"*Approved Supplier*" means a Person we designate or approve as an authorized supplier of Approved Supplies to Go Greek Shops based on our determination that such Person, and the Approved Supplies that they sell, satisfy our minimum standards, qualifications, criteria and other requirements, as further described in §9.

"*Approved Supplies*" means and includes Authorized GGY Products and all other products, services, inventory, equipment, furnishings, fixtures, signs, advertising materials, trademarked items, novelty items and supplies that we designate from time to time that Go Greek Franchisees must purchase in connection with the development and/or operation of a Go Greek Shop.

"*Area Development Agreement*" means a Go Greek Area Development Agreement for the development and operation of multiple Go Greek Shops within a defined area.

"*Authorized GGY Products*" means all Branded Products, Proprietary Products and Non-Proprietary Products utilized by or offered for sale from Go Greek Shops that we specify from time to time, including, but not limited to, designated and approved menu items, food products, beverage products, retail products and other goods and services.

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

"*Brand Fund Fee*" means the monthly Brand Fund Fee described in §4.3.

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

"*Business*" means the franchised business you conduct pursuant to this Agreement.

"*Captive Venue*" means a non-traditional outlet for a Go Greek Shop that is located within, or is a part of, another establishment or facility that consumers may visit for a purpose unrelated to the Go Greek Shop. Examples of Captive Venues include Go Greek Shops that are located within hotels, casinos, college campuses, office buildings, business complexes, universities, airports, train stations, bus stations, cruise terminals, stadiums, sporting arenas, shopping malls, military bases, concert venues, amusement parks or similar types of establishments.

"*Claim*" means any action, allegation, assessment, claim, demand, litigation, proceeding or regulatory procedure, investigation or inquiry.

"*Closed Circuit Camera System*" means the closed circuit camera system you must purchase and install at your Franchised Shop, as further described in §8.2.

"*Co-Branding*" means the operation of an independent business, product line or operating system owned or licensed by another Entity (not us) 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. A Competitive Business shall not include any Go Greek Shop or Go Greek Ghost Kitchen operated pursuant to a Go Greek Franchise Agreement or license agreement with us or our Affiliate.

"*Confidential Information*" is defined in §12.1 of this Agreement.

"*Copyrighted Materials*" means all copyrightable materials for which we or our Affiliate claim or secure common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of a Go Greek Shop.

"*Corporate Training*" means the initial franchise operations and management training program we provide to franchise owners and Shop Managers and that takes place at our designated training facility.

"*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 that may damage the System, the Marks, or the image or reputation of us and our Affiliates.

"*Customer Data*" means and includes all data and information pertaining to a customer including name, address, contact information, date of birth, purchase history and any other information collected in connection with a loyalty or membership program or for any other purpose.

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

"*Default Fee*" means the fee described in §17.4 that we may impose after you commit a Default.

"*Default Notice*" means a written notice we issue to you that identifies one (1) or more Defaults committed by you, your Affiliate or an Owner under this Agreement or any other Definitive Agreement.

"*Definitive Agreements*" means, collectively: (a) this Agreement; (b) the Development Agreement (if applicable); (c) any other Go Greek Franchise Agreement between you (or your Affiliate) and us (or our Affiliate) for a Go Greek Shop or any other franchised concept; and (d) all ancillary agreements related to any of the foregoing, including Guarantees and Supply and Purchase Agreements.

"*Development Agreement*" means, if applicable, the Area Development Agreement pursuant to which this Agreement is being executed.

"*Development Schedule*" collectively refers to: (a) the deadlines by which you or your Affiliate must sign this Agreement and other Go Greek Franchise Agreements, as set forth in §5.2 of the Development Agreement; and (b) the deadlines by which you or your Affiliate must Open each Franchised Shop developed pursuant to the Development Agreement. This definition is applicable only if this Agreement is being executed pursuant to a Development Agreement.

"*Dispute*" means any Claim or dispute between the Parties that involves or relates to a Definitive Agreement, the offer or sale of franchise rights or the relationship between the Parties.

"*Electronic Communications and Media*" means and includes all telephone and fax numbers, email addresses, domain names, websites or web pages, social media and other Internet addressed used or listed in connection with the Franchised Shop.

"*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 you are an Entity, the Franchisee Entity shall conduct no other business than the operation of the Franchised Shop.

"*Equity Interest*" means a direct or indirect ownership or other beneficial interest in a business or Entity.

"*Excluded Claim*" means any Claim that, according to §21.1, is not subject to mandatory negotiation or mediation.

"*Expiration Date*" means the $10^{th}$ anniversary of the Effective Date.

"*Force Majeure*" means acts or circumstances beyond a Party's control, including fire, storm, flood, earthquake, explosion or accident, acts of war or terrorism, rebellion, insurrection, sabotage, epidemic, failures or delays of transportation and strikes, provided that: (a) the non-performing Party promptly notifies the other Party of the Force Majeure event; (b) the non-performing Party is without fault and could not have prevented the delay or failure with reasonable precautions; (c) nothing herein shall excuse or permit any delay or failure to pay fees or other amounts owed on the applicable due date; (d) insolvency, lack of required funds or financing, currency fluctuations, currency devaluations, foreign exchange controls or inflation shall never be deemed Force Majeure; and (e) an epidemic or pandemic of a contagious illness or disease, or economic or financial changes caused by an epidemic or pandemic of a contagious illness or disease, is not Force Majeure except to the extent a Governmental Authority mandates closure (or prevents the opening) of the Franchised Shop as a result of such epidemic or pandemic.

"*Franchised Location*" means the site of the Franchised Shop as set forth on Attachment B.

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

"*Franchisee Entity*" means the Entity that: (a) signs this Agreement as the franchisee (if this Agreement is signed by an Entity); or (b) assumes this Agreement subsequent to its execution by the original Owners.

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

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

"*General Release*" means our then-current form of Waiver and Release of Claims that you and the Owners must sign pursuant to: (a) §3.3 as a condition to exercising your Renewal Right; or (b) §15.2(c) as a condition to Transfer. 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.

"*GGY Mediterra*" means our Affiliate, Go Greek Yogurt Mediterra, LLC, a California limited liability company, or any other Affiliate we designate in the future as a supplier to franchisees.

"*Go Greek Data*" means, collectively or individually, Customer Data and Operational Data, and includes all data uploaded to or downloaded from your POS System, Closed Circuit Camera System or computer system.

"*Go Greek Franchise Agreement*" means a Franchise Agreement between us (or our Affiliate) and a Go Greek Franchisee for a Go Greek Shop.

"*Go Greek Franchisee*" means a Person who enters into a Go Greek Franchise Agreement with us (or our Affiliate) to develop, own and operate a Go Greek Shop.

"*Go Greek Ghost Kitchen*" means any business establishment that prepares and sells (either via customer pick-up or delivery service) Authorized GGY Products but does not offer on-premises consumption of Authorized GGY Products.

"*Good Standing*" means that you and your Affiliates: (a) are in substantial compliance with the material requirements of this Agreement, the Manuals and all other Definitive Agreements then in effect between us (or our Affiliate) and you (or your Affiliate); and (b) have substantially cured each curable Default for which we have issued a Default Notice before the expiration of the associated cure period.

"*Governmental Authority*" means any current or future national, provincial, state, county, local, municipal or other government, or any ministry, department, agency or subdivision thereof, whether administrative or regulatory, or any other body that exercises similar functions, including courts and taxing authorities.

"*Government Official*" means any: (a) officer or employee of a Governmental Authority; (b) commercial or similar entity owned or controlled by a Governmental Authority, including state-owned and state-operated companies or enterprises; (c) public international organization (e.g., United Nations, World Bank); (d) political party or official thereof; or (e) candidate for political office.

"*Grand Opening Plan*" means the grand opening marketing and advertising plan, which you prepare and we approve in accordance with §11.4, to promote the Opening of the Franchised Shop.

"*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, including sales from catering or delivery service. Gross Sales includes the full value of meals you provide to your employees as incident to their employment. Gross Sales excludes: (a) the amount of any sales or use taxes actually paid to any Governmental Authority; (b) the value of coupons and vouchers issued to customers; (c) revenue derived from the sale of furniture, fixtures and equipment in the ordinary course; (d) tips paid to and retained by staff members as a gratuity; and (e) fees paid to and retained by third-party delivery service providers in connection with delivery transactions. The Manuals may include policies governing the calculation of Gross Sales relating to: (a) gift card sales and redemptions; and (b) qualifying purchases and redemptions by members under loyalty programs. 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.

"*Guarantee*" means the form of Guarantee attached hereto as Attachment C.

"*Guarantors*" means and includes: (a) the Principal Owner and his/her spouse; (b) each Person owning 25% or more of the Equity Interests in the Franchisee Entity, and the spouse of each such Person who is a natural Person; and (c) any other Person identified as "Guarantor" on Attachment A to this Agreement.

"*Improvement*" means any idea, addition, modification or improvement to the (a) goods or services offered or sold at a Go Greek Shop, including new or modified recipes or menu items, (b) method of operation of a Go Greek Shop, (c) processes, systems or procedures utilized by a Go Greek Shop, (d) marketing, advertising or promotional materials, programs or strategies utilized by a Go Greek Shop or (e) trademarks, service marks, logos or other intellectual property utilized by a Go Greek Shop, whether developed by you, an Owner, an employee or any other Person.

"*Indemnitees*" means and includes us and each of our past, present and future owners, members, officers, directors, employees and agents, as well as our parents, subsidiaries and Affiliates, and each of their past, present and future owners, members, officers, directors, employees and agents.

"*Indemnitors*" means and includes you and each of your Owners and Affiliates.

"*Initial Franchise Fee*" means the $40,000 initial fee you must pay us for the right to operate the Franchised Shop under this Agreement; *provided, however*, that if this Agreement is being executed pursuant to a Development Agreement then: (a) the amount of the Initial Franchise Fee shall be determined in accordance with the Development Agreement; and (b) the development fee you pay us pursuant to the Development Agreement may, if so indicated by the Development Agreement, include and be deemed to satisfy the Initial Franchise Fee imposed by this Agreement.

"*Initial Term*" means the 10-year period that begins on the Effective Date and ends on the Expiration Date.

"*Initial Training*" means the initial training program described in §6.1 that we provide for your first Shop and which may include Corporate Training, Onsite Training and/or Opening Assistance (as defined in §6.1).

"*Injunction*" or "*Injunctive Relief*" means and includes injunctive relief, including restraining orders and order of injunction issued by a court, as well as similar legal remedies, procedures or measures utilized in the applicable jurisdiction, regardless of name, including emergency relief, extraordinary relief or interim relief.

"*Intellectual Property*" means, collectively or individually, the Copyrighted Materials, Go Greek Data, Improvements, Marks, System and Trade Secrets.

"*Interim Term*" means a month-to-month Term extension under the circumstances described in §3.7.

"*Landlord*" means the Person who signs a Lease with you for the premises of the Franchised Shop.

"*Law*" means and includes laws, rules, regulations and ordinances as well as judgments, decrees, orders, advisory opinions, directives, interpretive statements and releases issued by Governmental Authorities.

"*Lease*" means any agreement, however denominated, that allows you to occupy a Franchised Location owned or managed by a Landlord, including any lease, sublease, concession agreement, license or similar arrangement between you (or your Affiliate) and a Landlord.

"*Local Marketing Commitment*" means the minimum amount of money you must spend each month on Local Store Marketing in accordance with §11.2(a).

"*Local Store Marketing*" means and includes all marketing, advertising and promotional activities that you conduct, and we approve, to promote the Franchised Shop in your local market.

"*Losses*" means and includes: costs, expenses, liabilities and financial loss; actual, compensatory, exemplary, punitive and other damages (including damage to reputation or goodwill); fines and penalties; settlement amounts; judgments; attorneys' fees; experts' fees; court costs; Travel Expenses and other costs associated with investigating or defending a Claim.

"*Manuals*" means our operations and training manuals and any other written directives related to the 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 that we require or allow you to use, offer and/or sell at the Franchised Shop, but excluding: (a) Branded Products; and (b) Proprietary Products.

"*Onsite Training*" means the onsite training provided by our Training Team after completion of construction but prior to the Opening Date of the Franchised Shop.

"*Open*", "*Open For Business*", "*Opened*", and "*Opened For Business*" means the Franchised Shop has actually begun to offer, and continues to offer, Authorized GGY Products for sale to the public.

"*Opening Assistance*" means the onsite assistance our Training Team provides during, and immediately after, the Opening Date, including assistance with the Opening and initial operation of the Franchised Shop.

"*Opening Date*" means the first date when all of the following criteria are met: (a) we have provided you with our written authorization to Open; (b) you and the Franchise Shop have secured all required Permits and other approvals from Governmental Authorities to lawfully Open and operate the Franchised Shop; and (c) the Franchise Shop has actually begun to offer Authorized GGY Products for sale to the public.

"*Operational Data*" means and includes Reporting Data and all other data and information pertaining to the operation of your Business including employee data, expense data, financial accounting data and sales data.

"*Owner*" means a Person who either: (a) directly signs this Agreement as the franchisee, either alone or in conjunction with one or more other Persons; or (b) directly or indirectly through one or more intermediaries owns an Equity Interest in the Business or Franchisee Entity.

"*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 we may require you 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.

"*Permits*" means and includes any and all licenses, permits, certifications, accreditations, registrations and other authorizations or approvals that (a) are issued by a Governmental Authority or national accreditation organization and (b) are required Law (or are required by us) for the operation of a Go Greek Shop.

"*Permitted Transfer*" means a Transfer: (a) between existing Owners; (b) of less than 20% of the Equity Interests in the Business or Franchisee Entity; or (c) by the Owners to a new Franchisee Entity for which such Owners collectively own and control 100% of the Equity Interests; *provided, however*, that a Permitted Transfer does not include a Transfer that results in the Principal Owner owning less than 10% of the Equity Interests in the Business or Franchisee Entity.

"*Person*" means an individual, Entity, unincorporated organization, joint venture, Governmental Authority, estate (or executor thereof) or trust (or trustee thereof).

"*POS System*" means the point-of-sale system that you must purchase and utilize in connection with the operation of your Franchised Shop, as further described in §8.2.

"*Principal Owner*" means the Owner you designate and we accept who must: (a) serve as the primary operator of the Franchised Shop; (b) act as a liaison between us, on the one hand, and you and the Owners, on the other hand; (c) communicate with us on all matters involving this Agreement or the Franchised Shop; (d) have full authority to make binding decisions and act on your behalf without involvement by or consent from other Owners; and (e) own at least 10% of the Equity Interests in the Business or Franchisee Entity throughout the Term. The Principal Owner, as of the Effective Date, is identified on Attachment A.

"*Program Participation Rules*" means the policies, procedures, fees and other requirements pertaining to any gift card, loyalty, membership or other system-wide program we implement pursuant to §8.17.

"*Prohibited Lease Terms*" means any terms or conditions we do not allow to be included in your Lease.

"*Proprietary Products*" means all food products, beverages, packaging and other products that are produced or manufactured in accordance with Trade Secrets or that we otherwise designate as proprietary.

"*Protected Area*" means the protected territory described in §2.2, that consists of: (a) the geographic area within a two (2) mile radius from the front door of your Shop (if your Shop is not located in a Captive Venue); or (b) the premises of the Captive Venue (if your Shop is located in a Captive Venue).

"*Recommended Supplier*" means a supplier of Non-Proprietary Products that you propose and we accept as an Approved Supplier in accordance with §9.2.

"*Relocation Fee*" means the $2,500 fee you must pay us when you submit a request to relocate your Shop.

"*Renewal Franchise Agreement*" means our then-current form of Go Greek Franchise Agreement you must sign in order to renew your franchise rights for the Franchised Shop for the Renewal Term.

"*Renewal Notice*" means the renewal notice you must send pursuant to §3.2 to exercise your Renewal Right.

"*Renewal Right*" means your right to enter into a Renewal Franchise Agreement for a Renewal Term, subject to satisfaction of all terms and conditions set forth in §3.2, §3.3 and §3.4.

"*Renewal Term*" means the 10-year period commencing on the Expiration Date.

"*Reportable Event*" means any event or occurrence described in §8.24 that you must report to us.

"*Reporting Information*" means the data and information described in §13.2 that you must send us.

"*Restricted Period*" means the two (2) year period described in §16.2.

"*Restricted Persons*" means you and your Affiliates, Owners, Guarantors, officers, directors and managers.

"*Royalty Fee*" means the monthly Royalty Fee you must pay us, as further described in §4.2.

"*Secure a Site*" means, with respect to a given property, the execution by you, on the one hand, and the landlord or property owner, on the other hand, of a Letter of Intent, Offer to Lease, Memorandum of Understanding, Lease or Purchase Agreement for the property, whichever comes first.

"*Shop Manager*" means a Person responsible for overseeing the operation of the Franchised Shop in the absence of the Principal Owner.

"*Site Selection Area*" means the geographic area described as the "Site Selection Area" in Attachment B and within which you must find a site we approve for your Franchised Shop.

"*Supply and Purchase Agreement*" means the Master Supply and Purchase Agreement attached hereto as Attachment F that must be executed by you and GGY Mediterra in accordance with §9.3 (only applicable if your Shop is located in certain designated states).

"*System*" means our operating methods and business practices related to Go Greek Shops and the relationship between us and our franchisees, as modified by us from time to time, 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; pricing and promotions; standard operating and administrative procedures; training programs; marketing and public relations programs; and our website.

"*Technology Systems*" means all information and communication technology systems we specify from time to time, including computer and point-of-sale systems, online ordering systems, telecommunications systems, webcam systems, AI Technology, security systems, music systems and similar systems, together with the associated hardware, software and related equipment, applications and third-party services relating to the establishment, use, maintenance, monitoring, security or improvement of these systems

"*Term*" means the Initial Term and, if applicable, the Renewal Term of this Agreement.

"*Terrorist List*" means all lists of known or suspected terrorists or terrorist organizations published by any U.S. Governmental Authority, including OFAC, that administers and enforces economic and trade sanctions, including against targeted non-U.S. countries, terrorism sponsoring organizations and international narcotics traffickers.

"*Third-Party Technology*" means any Technology Systems (or components thereof) that are owned by Persons who are not affiliated with us.

"*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 GGY Products, but 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 you can show was already lawfully in your possession before receipt from us.

"*Training Team*" means the trainer or trainers we send to your Shop to provide Onsite Training and Opening Assistance.

"*Transfer*" means any direct or indirect, voluntary or involuntary, assignment, sale, sublicense or other transfer or disposition of: (a) this Agreement; (b) the franchise or intellectual property rights granted by this Agreement; (c) your Business; (d) your Business assets, excluding the sale of furniture, fixtures or equipment in the ordinary course; (e) the right to manage the Franchised Shop or occupy its premises; or (f) an Equity Interest in the Business or Franchisee Entity; including by: merger or consolidation; judicial award, order or decree; issuance of additional Equity Interests (including public and private offerings); foreclosure of a security interest by a lender; or operation of Law, will or a trust upon an Owner's death (including via the Laws of intestate succession).

"*Travel Expenses*" means and includes all travel, meals, lodging, local transportation and other living expenses incurred by: (a) us and our trainers, field support personnel, auditors or other representatives to visit the Protected Area or Site Selection Area; or (b) you and your personnel to attend training or conferences.

## 2. GRANT.

**2.1. Grant**. Subject to the terms and conditions set forth herein, we hereby award you, and you hereby accept, the right, license and obligation to develop, Open and continuously operate one (1) Franchised Shop of the type specified on Attachment B at (and only at) the Franchised Location using the Marks and System during the Initial Term. You may utilize the Franchised Location only for the operation of the Franchised Shop. You may not sublicense, sublease, subcontract or enter any management agreement providing for the right to operate the Franchised Shop or to use the System granted pursuant to this Agreement. We reserve all rights not expressly granted to you.

**2.2. Protected Area**. During the Initial Term, and provided that you remain in Good Standing, we will not develop or operate, or license a third party to develop or operate, a Go Greek Shop or Go Greek Ghost Kitchen located in your Protected Area except as provided in §2.3. You have no territorial or protective rights with respect to your Shop except as set forth in this §2.2, subject to our reserved rights in §2.3.

**2.3. Limitations on Territorial Rights**. At any time during the Term we and our Affiliates reserve the right to develop and operate Go Greek Shops in Captive Venues located in your Protected Area, but only if the owner or manager of the Captive Venue does not allow you to own and operate the Go Greek Shop yourself. If you are not eligible to develop and operate the Go Greek Shop in the Captive Venue, we may do so ourselves (but we may not grant rights to another franchisee to do so). At any time during the Term we and our Affiliates reserve the right to engage in Acquisitions that involve, or subsequently result in, conversion of the acquired or acquiring company's outlets to GO GREEK® outlets (either Go Greek Shops or Go Greek Ghost Kitchens) even if those outlets are located in your Protected Area. We and our Affiliates also reserve the right to sell, and license third parties to sell, competitive or identical goods and services (including under the Marks) within the Protected Area through Alternative Channels of Distribution.

## 3. INITIAL AND RENEWAL TERMS.

**3.1. Initial Term**. This Agreement grants you the right to operate the Franchised Shop during the Initial Term. Your right to operate the Franchised Shop shall terminate upon the Expiration Date unless either: (a) the Parties enter into a Renewal Franchise Agreement in accordance with §3.2; or (b) we allow you to operate the Franchise Shop during an Interim Term in accordance with §3.7.

**3.2. Renewal Right**. Provided that you satisfy all conditions for renewal below, you have the right (the "Renewal Right") upon the Expiration Date to enter into a Renewal Franchise Agreement for the Renewal Term. If you desire to exercise the Renewal Right, you must send us a written notice of renewal (the "Renewal Notice") no later than 18 months prior to the Expiration Date. If you exercise the Renewal Right, this Agreement will terminate, and the Renewal Franchise Agreement will become effective, upon the Expiration Date. Your franchise rights are not otherwise renewable.

**3.3. Conditions to Renewal**. You may enter into a Renewal Franchise Agreement only if all of the following conditions are satisfied: (a) you and your Affiliates (if applicable) are in Good Standing on the date of the Renewal Notice, on the date we execute the Renewal Franchise Agreement and on the Expiration Date; (b) you and your Affiliates (if applicable) have fully and timely performed all of your and their respective obligations under each Definitive Agreement throughout the term thereof; (c) you complete, at your expense, all remodeling, renovations, and refurbishing of the Franchised Location and Franchised Shop to conform to our then-current specifications and standards for new Go Greek Shops; (d) you have received not more than two (2) Default Notices from us during any 18-month period during the Initial Term, whether or not the Defaults were cured; (e) you continue to comply with the terms and conditions of this Agreement; (f) you satisfy all of our then-current qualifications and training requirements; (g) you and your Owners execute and deliver to us a General Release concurrently with or prior to execution of the Renewal Franchise Agreement, (h) you pay us a renewal fee equal to the greater of $10,000 or 50% of our then-current, non-discounted, Initial Franchise Fee for a Go Greek Shop (but in no event will the renewal fee exceed $30,000); (h) you sign the Renewal Franchise Agreement and delivered it to us; and (i) each Guarantor executes and delivers to us a personal guarantee, in a form then satisfactory to us, jointly and severally guaranteeing performance of the Franchisee Entity's obligations under the Renewal Franchise Agreement.

**3.4. Renewal Procedures**. No more than 30 days (or such longer wait period required by Law) after you receive our franchise disclosure document (if applicable) and the proposed Renewal Franchise Agreement, you must: (a) sign the Renewal Franchise Agreement and deliver a copy to us; and (b) pay us the renewal fee. If you exercise the Renewal Right in accordance with §3.2 and satisfy all conditions in §3.3 and §3.4, we shall, on or shortly after the Expiration Date, execute the Renewal Franchise Agreement and deliver a fully executed copy to you. You are deemed to have declined to exercise the Renewal Right, and the Renewal Right shall automatically lapse and expire, if you fail to timely perform any acts, satisfy any conditions, or deliver any notices required under this §3.

**3.5. Notice Required by Law**. If applicable Law requires us to send you a notice of non-renewal a prescribed number of days prior to the Expiration Date, the Term of this Agreement shall be extended on a week-to-week basis until the prescribed notice period has expired. If, at the time you send the Renewal Notice, we are not offering new franchises, we are in the process of revising, amending or renewing our form of Go Greek Franchise Agreement or franchise disclosure document, or we are not lawfully able to offer you our then-current form of franchise agreement, then we may, at our discretion, either: (a) offer to renew this Agreement upon the same terms set forth in this Agreement for the Renewal Term; or (b) offer to extend the Term on a week-to-week basis after the Expiration Date until such time that we are able to lawfully offer you our then-current form of Go Greek Franchise Agreement.

**3.6. Non-Renewal Notice**. If we elect not to renew or offer you the right to renew, we will send you a notice of non-renewal at least 180 days before the expiration date that sets forth the basis for our decision. If you object to our non-renewal notice or dispute the basis for our decision, you must send us a notice of objection that sets forth the basis for your objection. Failure to send us an objection notice within 30 days after you receive our non-renewal notice constitutes your consent to the non-renewal of your franchise. Our failure to send you a non-renewal notice at least 180 days before the expiration date constitutes our offer to renew your franchise subject to your compliance with the renewal conditions set forth above.

**3.7. Interim Term**. If the Parties do not sign a Renewal Franchise Agreement but you continue to operate the Franchised Shop after the Initial Term expires, we may either treat this Agreement as: (a) expired as of the Expiration Date with you operating in violation of our rights; or (b) continued on a month-to-month basis (the "Interim Term") until either Party provides the other Party with 30 days' prior written notice of termination of the Interim Term. All your obligations remain in full force and effect during the Interim Term as if this Agreement had not expired, and all obligations imposed on you upon the Expiration Date will take effect upon termination of the Interim Term.

**4. FEES**.

**4.1. Initial Franchise Fee**. You must pay us the Initial Franchise Fee no later than the earlier to occur of: (a) the execution of this Agreement; or (b) the date you Secure a Site for the Franchised Shop (if you are developing the Franchised Shop pursuant to a Development Agreement). The Initial Franchise Fee is fully earned and nonrefundable upon receipt. The amount of the Initial Franchise Fee may vary as set forth in the definition of "Initial Franchise Fee" in §1 of this Agreement.

**4.2. Continuing Royalty Fees and Other Payments**. On each royalty fee due date, you must pay us, in accordance with §4.5, a royalty fee equal to 6% of Gross Sales generated by the Franchised Shop during the prior reporting period (the "Royalty Fee"). Our current reporting period runs from the beginning of business on Monday through the close of business on Sunday, with the corresponding royalty fee due date on the Wednesday immediately following the end of such reporting period. Each payment shall be accompanied by a statement of Gross Sales for the preceding reporting period, certified as complete and accurate by the Principal Owner. You must also promptly pay us and our Affiliates, as applicable, when due: (a) all amounts we advance or pay, or become obligated to pay, on your behalf for any reason whatsoever; and (b) all amounts due to us or our Affiliate for your purchases of Branded Products and Proprietary Products.

**4.3. Brand Fund Fees**. If we elect to administer a Brand Fund, then on each royalty fee due date you must pay us, in accordance with §4.5, a contribution to the Brand Fund equal to 2% of Gross Sales generated by the Franchised Shop during the prior reporting period (the "Brand Fund Fee"). In addition, we may, from time to time, offer you the opportunity to purchase point of sale advertising material, posters, flyers, product displays, templates and other promotional materials for the Franchised Shop at our direct costs for the same.

**4.4.** **Due Date & Late Fee**. Payments are due 10 days after invoicing unless otherwise specified. If any sum due under this Agreement is not received by us when due or there are insufficient funds in your designated bank account to cover the sum when due, then in addition to this sum you must pay us $200 plus default interest on the amount past due at a rate equal to the lesser of 18% per annum (pro-rated on a daily basis) or the highest rate permitted by applicable Law. We will not impose a late fee for any amount paid pursuant to §4.5(a) if, but only to the extent that, sufficient funds were available in your bank account to be applied towards the payment when due; *provided, however*, that if we are unable to determine the amount owed due to your failure to record sales or submit Gross Sales reports in a timely manner, we may assess a late fee on the entire amount that was due. This §4.4 does not constitute our agreement to accept late payments or extend credit to you. Fees are nonrefundable unless otherwise noted.

**4.5.** **Manner of Payment**.

(a) EFT Authorization. You agree to pay Royalty Fees, Brand Fund Fees and other fees and amounts owed to us or our Affiliate from your designated bank account by electronic funds transfer ("EFT") or other automatic payment mechanism that we may designate. You must from time to time sign an ACH Authorization Form in a form we approve, the current form of which is attached as Attachment D, to authorize and direct your bank or financial institution to transfer electronically, on a monthly basis, directly to the account we designate, and to charge to your account, all amounts due to us or our Affiliate. You must maintain a balance in your account sufficient to allow us to collect the amounts owed when due. You are responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this paragraph. You must maintain only one (1) bank account, and no more, for all business related to the Franchised Shop. You must deposit all Gross Sales into this bank account. We may debit this bank account for all payments to us via pre-authorized debit. You may not alter or close this account except with our prior written approval. Your failure 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 our instructions constitutes a material Default. Notwithstanding the foregoing, we may at any time require that you pay all fees and other amounts owed to us pursuant to this Agreement by: (i) wire transfer of immediately available funds to the account we designate from time to time; or (ii) any other method of payment we specify.

(b) Payments in US Dollars. All payments made to us shall be made in US Dollars free and clear of any tax, deduction, offset or withholding of any kind. You must 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 any payments due to us under this Agreement shall be fully borne by you. All references to dollar amounts in this Agreement shall refer to United States Dollars.

**4.6.** **Application of Funds**. If you or your Affiliate are delinquent in the payment of any obligation to us under any Definitive Agreement, we shall have the absolute right to apply any payments received from you or your Affiliate to any obligation owed to us, whether under this Agreement or otherwise, notwithstanding any contrary designation by you or your Affiliate as to application of the payments.

**4.7.** **Security Interest**. To secure payment and performance of all debts, liabilities and obligations of any kind, whenever and however incurred, from you to us, you hereby grant us 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 you, together with all: (a) accounts, payment intangibles, attachments, accessories, additions, substitutions and replacements; (b) cash and non- cash proceeds derived from insurance or the disposition of the assets; and (c) rights granted, owned or licensed to you under this Agreement for the use of the Marks, trade names, trade styles, patents, copyrights, Trade Secret information and other proprietary rights. You hereby authorize us to prepare and file all Uniform Commercial Code (and comparable) financing statements and other documents necessary or desirable to evidence and perfect and continue the priority of this security interest under the Uniform Commercial Code wherever applicable. If you and your Affiliates are in Good Standing under all Definitive Agreements, we shall, upon your request, execute a written subordination of our security interest to lenders providing equipment or other financing for the Franchised Shop. If you or your Affiliate are in Default under any Definitive Agreement, we may, in our discretion, exercise our rights with respect to our security interest. In such event, you remain liable for any deficiency still owed to us (and you are entitled to recover any surplus remaining) after we apply the proceeds derived from the enforcement of the security interest to satisfy your outstanding obligations.

**4.8.** **Guarantee**. Each Guarantor must sign the Guarantee concurrently with execution of this Agreement.

## 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 Attachment B on the Effective Date, you must locate one or more proposed sites that are located in the Site Selection Area and meet our then-current standards and specifications. You must send us all demographic and other information we require regarding sites you propose and the neighboring areas. Upon our request, you must arrange for and help coordinate an in-person or virtual inspection of the proposed site at a time we reasonably designate. We will accept or reject sites you propose within 10 days after we receive all information we require to evaluate the site. After we approve the site, you must promptly negotiate a Lease for the site. You must send us a copy of the proposed Lease and Lease Addendum at least 15 days before they are signed so we may verify whether: (a) the Lease includes any Prohibited Lease Terms described in §5.2; and (b) the Landlord has agreed to sign our prescribed form of Lease Addendum. You may not sign the Lease for a site unless and until we approve both the site and the Lease in writing. After you sign the Lease for the Franchised Location, the Parties shall complete and execute Attachment B to identify the Franchised Location. We may voluntarily, and without obligation, assist you in selecting an acceptable site for the Franchised Shop. Neither our site selection assistance (if any), our acceptance of a proposed site, nor our acceptance of a proposed Lease shall be construed as a guarantee or representation that the site will be successful or profitable. You acknowledge and agree that you are solely responsible for finding the Franchised Location. Our acceptance of a site you propose merely indicates the site meets our minimum site selection criteria. Our acceptance of your proposed Lease merely indicates our belief that the Lease does not contain any Prohibited Lease Terms and the Landlord agreed to sign the Lease Addendum (which is designed to protect our interests).

**5.2.** **Lease for Franchised Location**. Your Lease may not: (a) impose any obligations on us or on our behalf; (b) grant the Landlord any rights against us; or (c) contain any terms or conditions that are inconsistent with any terms or conditions of this Agreement ("Prohibited Lease Terms"). You must promptly send us a copy of the fully-executed Lease, which must be in the same form and on the same terms we previously accepted. You must sign, and cause the landlord to sign, the form of Lease Addendum attached to this Agreement as Attachment E. If the Landlord refuses to sign the form of Lease Addendum attached to this Agreement we may either: (a) waive the Lease Addendum requirement (or the provisions disapproved by the Landlord); or (b) require you to find a new site for the Franchised Shop. If we elect to succeed to your rights under the Lease, you must, within 10 days after written demand from us, assign all of your right, title and interest in the Lease to us and take all further actions that we in our sole discretion deem necessary or appropriate to effectuate the assignment. You understand the Landlord may require that the Owners sign a personal guarantee of the Lease. You are solely responsible for deciding whether to enter into a Lease that requires a personal guarantee from the Owners, and we assume no liability or responsibility to you or the Owners if you decide to do so. You must sign a lease or purchase contract for the approved site for your Go Greek Shop no later than 180 days after the Effective Date.

**5.3.** **Construction**. At no additional cost to you, we will make available standard architectural plans and specifications for a prototype Franchised Shop, including exterior and interior design and layout, fixtures, furnishings, and signs ("Prototype Plans"). You must engage an architect or designer to finalize architectural and engineering drawings and specifications of the Franchised Shop that are: (a) adapted to conform to the characteristics of the Franchised Location; and (b) consistent with the Prototype Plans. You must submit the final drawings and specifications to us within 45 days after you obtain possession of the Franchised Location. We will review and accept or reject the drawings and specifications within 15 days after receiving them from you. You must, at your own expense: (a) obtain all zoning classifications, Permits, and clearances for construction; and (b) subject only to Force Majeure, complete construction of the Franchised Shop in a timely manner. You must notify us of the anticipated construction completion date. Within a reasonable time after construction is complete, we may (but need not) conduct a final inspection of the Franchised Shop.

**5.4.** **Open for Business**. The Franchised Shop shall Open For Business no later than 120 days after: (a) the Effective (if the Franchised Location is known on the Effective Date); or (b) the date we provide our written approval of the site for the Franchised Shop (if the Franchised Location is not known on the Effective Date); *provided, however*, that if this Agreement is being executed pursuant to a Development Agreement, then you must Open For Business no later than the opening deadline for the Franchised Shop set forth in the Development Schedule, subject to any Opening Date extensions afforded to you pursuant to the Development Agreement. We will not unreasonably withhold our consent to your request for additional time to Open the Franchised Shop. To protect the System, Marks, Trade Secrets and goodwill associated with same, you may not Open the Franchised Shop without our express written authorization to do so, which authorization may be conditioned upon your strict compliance with the specifications of the approved final plans and System standards, successful completion of Initial Training by your Principal Owner and Shop Manager and your compliance with staffing and other requirements. You must Open the Franchised Shop for business following receipt of a temporary or permanent certificate of occupancy and no more than 10 days after receipt of our written authorization to Open. If the Franchised Shop's Opening Date does not occur by the associated deadline (subject to any extensions under the Development Agreement), we may terminate this Agreement, effective immediately and without opportunity to cure, and retain the Initial Franchise Fee all other fees paid to us in consideration of our services provided, time expended, work performed, and other efforts incurred up to the date of termination and not as a penalty.

**5.5.** **Relocation of Franchised Shop**. To protect the System, Marks, Trade Secrets and goodwill associated with same, you must not relocate the Franchised Shop without our prior written consent. You must pay us a Relocation Fee when you submit your request to relocate. You must submit to us in writing all materials we require to consider your request, including information concerning the proposed new site. Our consent, which shall not be unreasonably withheld, is conditioned on one or more of the following circumstances: (a) the population or demographics in the Protected Area have changed substantially since the Opening Date of the Franchised Shop in a manner that materially and adversely affects its profitability; (b) the Franchised Shop has suffered irreparable damage or destruction and cannot be repaired within 60 days; or (c) any other condition leading the Parties to believe that continued operation of the Franchised Shop at the Franchised Location will not be profitable. If we consent to a relocation, you must de-identify the former Franchised Location in the manner described in §19.1 and reimburse and indemnify the Indemnitees for, and hold them harmless from, any Losses arising out of your failure to do so. If we consent to a relocation of the Franchised Shop during the Term, you have 12 months from the date we approve the new site to develop and Open the Franchised Shop at the new Franchised Location in compliance with all terms and conditions set forth in §5. After we accept the site, the Lease and the Lease Addendum for the new site, we will prepare an addendum to Attachment B to designate the Franchised Location and will provide the addendum to you. If you fail to relocate and Open the Franchised Shop at the new Franchised Location within 12 months from the date we approve the new Franchised Location, we may, at our discretion, elect to extend the time for you to do so, in which case we may estimate and bill you, on a monthly basis, for imputed Royalty Fees during the time period that begins on the expiration of the 12-month period and ends on the date you Open the Franchised Shop at the new site. The amount of imputed Royalty Fees will be equal to the same Royalty Fees imposed by this Agreement for the Franchised Shop during the identical periods of the last preceding calendar year plus an additional 10% of such amount or, if the Franchised Shop was not in operation during the identical period of the last preceding year, the imputed monthly Royalty Fee will be equal to the average monthly Royalty Fee paid during the number of months the original Franchised Shop was in operation plus an additional 10% of that amount.

## 6. TRAINING PROGRAMS

### 6.1. Initial Training.

(a) Description of Initial Training. We will provide an initial training program in the System and methods of operation (the "Initial Training"). Initial Training will be structured to provide practical training in the implementation and operation of a Go Greek Shop and may cover topics such 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. We determine the topics covered and manner of conducting Initial Training in our discretion. Initial Training includes the following components:

(i) three (3) to seven (7) days of initial franchise owner training for up to five (5) trainees that takes place at our training facility located in California ("Corporate Training");

(ii) seven (7) to 14 days of training for your staff ("Onsite Training") and assistance and support with the Opening and initial operation of the Franchised Shop ("Opening Assistance") take place onsite at your Shop prior to, during and immediately after your soft opening; and

(iii) two (2) weeks of "In-Store" training for either the Principal Owner or Shop Manager (but not both) that takes place in a company-owned Go Greek Shop after completion of Corporate Training and prior to your soft opening ("In-Store Training").

The five (5) trainees who attend Corporate Training in California must include the Principal Owner and Shop Manager. At no cost to you, we will send one (1) or more trainers experienced in the System (the "Training Team") to your Shop for up to 14 days to provide Onsite Training and Opening Assistance. The Training Team may consist of one (1) Person, or more than one (1) Person, as determined by us in our sole discretion. The Training Team shall serve only as consultants to you and shall not be responsible (personally or on our behalf) for the operation of the Franchised Shop or the actions of your employees during this time.

(b) Scheduling Onsite Training and Opening Assistance. To enable us to schedule Onsite Training and Opening Assistance, you must provide us with at least 30 days' prior notice of the date when you expect each of the following conditions will be met (the "Turnover Date"): (i) all construction and remodeling of the Shop is complete; (ii) all Permits necessary to Open the Franchised Shop have been obtained; and (iii) your Shop is ready for turn-over by the general contractor to you. We will provide you with a turnover checklist approximately 14 days before the scheduled Turnover Date and schedule a conference call with you approximately eight (8) days before the scheduled Turnover Date to confirm the Turnover Date so that we may book travel arrangements for the Training Team. Approximately three (3) days before the scheduled Turnover Date, we will schedule a final conference call with you to confirm the Turnover Date and the date the Training Team will arrive at your 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, you must reimburse any and all costs and expenses we incur to change travel arrangements for the Training Team.

(c) Successful Completion Required. The Principal Owner and Shop Manager must complete Initial Training to our satisfaction within six (6) months after the Effective Date (and prior to Opening). You acknowledge that because of our superior skill and knowledge with respect to the training and skill required to manage a Go Greek Shop, we, in our sole discretion, shall determine if the Principal Owner and Shop Manager satisfactorily completed Initial Training. You may not Open your Shop until Initial Training is completed to our satisfaction and we certify your management team. If you: (i) fail to complete Initial Training within six (6) months after the Effective Date; (ii) do not complete Initial Training to our satisfaction; (iii) do not, during Initial Training, appear to possess the skills necessary to properly fulfill and discharge the demands and responsibilities required by the System or this Agreement; or (iv) do not satisfy any of our other minimum standards or criteria for Go Greek Franchisees, we may terminate this Agreement upon five (5) days' written notice to you and retain the Initial Franchise Fees and other fees paid by you and your Affiliates as a reasonable, good-faith estimate of our damages.

(d) No Further Training Obligation. We have no obligation to provide any training to you or your staff other than Initial Training for your first Shop. Although we have no obligation to provide further training, we may require that your personnel we designate attend periodic ongoing training programs in accordance with the provisions further below.

**6.2. Post-Opening Training Programs**. Following the Opening Date, we may, at your request and at our discretion, provide additional Initial Training programs for new or replacement supervisorial or managerial personnel that you hire. From time to time during the Term, we may also provide refresher, supplemental and/or remedial training for your Principal Owner, Shop Manager and other supervisorial or managerial personnel ("Additional Training Programs"). We may designate attendance as optional or mandatory. You and your Principal Owner and Shop Manager(s) must attend all Additional Training Programs we designate as mandatory.

**6.3. Transfer**. Upon the occurrence of a Transfer, the transferee must be trained by us as a condition to our consent to the Transfer. All costs for this training are included in the administrative/transfer fee you pay us in accordance with §15.2. The Franchised Shop shall not be transferred, Opened, or re-Opened by the transferee until we accept the transferee in writing as being certified to operate the Franchised Shop and we have otherwise consented to the Transfer in accordance with this Agreement.

**6.4. Training Fees & Travel Expenses**.

(a) Initial Training Programs. We provide our pre-opening Corporate Training program for up to five (5) trainees at no additional charge. We may charge an initial training fee of: (i) $3,000 for each trainee you send to pre-opening Corporate Training in excess of five (5); or (ii) $1,500 for each trainee you send to Corporate Training after the Opening Date. We also provide up to 14 days (combined) of Onsite Training and Opening Assistance at no additional charge. If we determine, in our commercially reasonable judgment, that the Training Team must remain at your Shop for more than 14 days due to the failure of you or your personnel to satisfactorily complete training, then you must pay us: (i) our then-current daily training fee (not to exceed $500 per trainer per day) to defray our direct costs to provide the Training Team; and (ii) all Travel Expenses and similar costs incurred by the Training Team. Except as otherwise provided above: (i) you are not charged any additional training fees for Initial Training or for the training manual or other training materials used in connection with Initial Training; and (ii) we are responsible for all Travel Expenses incurred by the Training Team to provide Onsite Training and Opening Assistance.

(b) Other Training Programs. For any training programs not described in §6.4(a), we may require you to pay: (a) a training fee of up to $500 per trainee per day; and (b) all Travel Expenses incurred by our trainers (if training is conducted onsite at your Shop).

(c) Your Travel Expenses. You are responsible for all Travel Expenses incurred by you and your Owners and other personnel to attend training at our designated training facility (currently located in Beverly Hills, California), whether for Initial Training or Additional Training Programs.

## 7. OBLIGATIONS OF FRANCHISOR.

**7.1. Manuals**. We will loan you one copy of our current Manuals during the Term of this Agreement, which may change from time to time. The Manuals are, and at all times shall remain, our sole property. You must promptly return the Manuals to us upon expiration, termination or Transfer of this Agreement. You must treat all information in the Manuals as Confidential Information and use all reasonable efforts to keep the information confidential. You may not, without our prior written consent, copy, duplicate, record or otherwise reproduce the Manuals, in whole or in part, or otherwise make them available to any Person who is not required to access 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 System and your obligations under this Agreement. The Manuals, as modified by us 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 you in writing are expressly incorporated into this Agreement by this reference and made a part of this Agreement. You must comply with all mandatory requirements now or hereafter included in the Manuals, and acknowledge and agree that a breach of any mandatory requirement constitutes a Default under this Agreement. We reserve the right to modify the Manuals from time to time to reflect changes to mandatory and recommended specifications, standards and operating procedures of the System. You must comply with all changes we make to mandatory specifications, standards, operating procedures and rules within the time periods we require.

**7.2. Post-Opening Consultation**. We may provide regular consultation and advice to you in response to your inquiries about specific administrative and operating issues that you bring to our attention including, without limitation, mandatory and recommended specifications, standards and operating procedures of the System. Our consultation and advice may be provided by telephone, in writing, electronically, in person, or by other means, and shall be provided by us to you at your expense. If you request that we provide onsite consultation, guidance or assistance, we may charge an onsite consultation fee of up to $500 per day. In addition to the onsite consultation fee, you must pay all Travel Expenses and similar costs we incur to provide these services. You acknowledge and agree that the results of your efforts to operate a Go Greek Shop rest solely with you. We may provide recommendations we deem appropriate to assist your efforts. However, you alone shall establish all requirements, consistent with our policies, regarding: (a) employment policies, including hiring, firing, training, wage and hour requirements, record keeping, supervision, and discipline of employees; (b) the individuals to whom you will offer and sell your products and services; and (c) the suppliers from whom you obtain any products or services used in or at the Franchised Shop for which we have not established Approved Suppliers.

**7.3. Post-Opening Inspection**. To protect the System, Marks, Trade Secrets and the goodwill associated with same, our representatives have the right, but not the obligation, from time to time, to enter the Franchised Shop during business hours, to: (a) examine the Franchised Shop; (b) confer with your supervisorial or managerial personnel; (c) inspect and check operations, food, beverages, furnishings, interior and exterior decor, supplies, fixtures and equipment; and (d) determine whether the Franchised Shop is being operated in accordance with this Agreement, the System and the Manuals. We will use reasonable efforts to avoid materially disrupting the operation of the Franchised Shop during an inspection. If an inspection indicates any deficiency or unsatisfactory condition at the Franchised Shop, we will notify you in writing of the deficiencies and you must promptly correct, remedy or repair the same. In addition, if an inspection indicates any deficiency or unsatisfactory condition that requires a re-inspection of the Franchised Shop within a period of 30 days, you must pay us, upon demand, the sum of $500 for each re-inspection of the Franchised Shop and shall, in addition, reimburse us for all Travel Expenses and other out-of-pocket expenses we incur for the re-inspection. In addition, we may, in our 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.

**7.4. Franchisee Advisory Council and Selection**. We may elect to form a franchise advisory council (the "Council") to provide advice and suggestions to us regarding specified matters. The Council shall consist of Go Greek Franchisees that we select ("Franchisee Members"). All Franchisee Members must be in Good Standing. We may select Franchisee Members from any national or international regions where they reside or conduct business. The Franchisee Members need not be from different regions. The Council may also consist of a designated number of our corporate employees and/or members of a public relations firm we select. The purpose of the Council is to provide constructive, open and two-way communications between Go Greek Franchisees and us. 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 we are not required to do so, except as specified in this Agreement, if we submit any matters for approval to the Council and approval is granted, the approval will be binding on you. Notwithstanding the forgoing, we have the right to make the final decision on all matters considered by the Council.

**7.5.** **Toll Free Telephone Number**. We have 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 we establish a toll free number, you must comply with all procedures for implementing the nationwide service as specified in the Manuals or otherwise in writing.

**8.** **OBLIGATIONS OF FRANCHISEE.** To protect the System, Marks, Trade Secrets and the goodwill associated with same:

**8.1.** **System**. You must operate the Franchised Shop in compliance with the terms of this Agreement and the Manuals. You acknowledge and agree that you alone will exercise day-to-day control over all operations, activities and elements of the Franchised Shop, including over your employees, and that under no circumstance will we do so or be deemed to do so. You further acknowledge and agree that the various requirements, restrictions, prohibitions, specifications and procedures of the System with which you must comply under this Agreement, the Manuals or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of the Franchised Shop, which you alone control, but merely establish the brand standards you must adhere to when you (and you alone) exercise control over the day-to-day operations of the Franchised Shop. You must comply with our standards and operate the Franchised Shop in conformity with all methods, standards, and specifications that we prescribe from time to time in the Manuals or otherwise. You must, at your expense and in accordance with our instructions, comply with and implement all changes we make to our methods, standards, specifications and the System. You must not deviate from our methods, standards, and specifications without our prior written consent or operate the Franchise Shop in any manner that reflects adversely on the Marks or System. Since every detail of the System is essential in order to develop and maintain quality operating standards, increase demand for products and services sold by Go Greek Shops, and protect the Marks and associated reputation and goodwill, we may disapprove any deviation from or change to the System that you propose if we believe, in our sole discretion, that the deviation or change is reasonably likely to materially and adversely affect the System, the Marks or our reputation or goodwill.

**8.2.** **POS System and Computer Hardware and Software**. You must purchase a point-of-sale system (the "POS System") and a closed circuit camera system (the "Closed Circuit Camera System") that meet our specifications and requirements, including all future updates, supplements and modifications. 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 we 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 we designate. The computer software package developed for use in the Franchised Shop may include proprietary software. You may be required to 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. All right, title and interest in the software will remain with the licensor of the software. You may not use or download any software on any computer used in the operation of the Franchised Shop unless we authorize that software in writing. If you use or download any unauthorized software, you are liable for all damages and problems caused by the unauthorized software in addition to the other remedies provided under this Agreement. You must comply with all applicable privacy Laws. You acknowledge and agree that we have full, complete and unlimited access to the POS System and Closed Circuit Camera System for your 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 includes the right to: (a) enter your Franchised Shop to access your POS System and/or Closed Circuit Camera System (or to access them remotely); (b) make a copy of the information and data; and (c) share the information and data with our Affiliates and other Persons in compliance with applicable privacy Laws. You must at all times: (a) have at the Franchised Location internet access with a form of high speed connection as we require; and (b) maintain an email account for the Franchised Shop. We may require you to update, upgrade or replace the POS System, including hardware and/or software, from time to time, upon written notice, but we will not require you to replace the POS System more frequently than once every three (3) years. The POS System must include the required technology to permit you to accept online orders of Authorized GGY Products and services at the Franchised Shop and to accept and process Go Greek gift cards sold in other Go Greek Shops. In addition, you must purchase, lease or license all computer hardware and software we designate for the Franchised Shop at your expense. During the Term, you must maintain and update all computer hardware and software as required by us and pay all monthly fees to our approved POS System provider, at your own expense.

**8.3.** **Authorized GGY Products**. Your Franchised Shop must offer and sell all Authorized GGY Products that we designate from time to time for Go Greek Shops, including menu items, food and beverage products, merchandise, retail items, gift cards and other goods and services. You may propose changes to our standard list of Authorized GGY Products in accordance with §8.5. Any changes you propose and we approve will be deemed "Authorized GGY Products" for purposes of this Agreement. You are strictly prohibited from advertising, offering, selling or providing any goods or services other than Authorized GGY Products from, or in connection with, your Franchised Shop. All Authorized GGY Products must be: (a) sold and distributed under the names we designate; and (b) prepared and served in strict compliance with our methods, standards, and specifications. You may not remove any Authorized GGY Products from your menu without our written consent. We may change our list of Authorized GGY Products at any time and you must comply with our instructions regarding same. We will provide you with at least 30 days, but not more than 60 days, to fully implement required menu changes. Any such changes shall not constitute a termination of this Agreement.

**8.4.** **Preparation of Menu Items**. All menu items and other food and beverage products must be prepared: (a) only by properly trained personnel; (b) strictly in accordance with our recipes, formulas, techniques and processes (including the handling and storage of both ingredients and fully prepared menu items); (c) using only such proprietary and non-proprietary ingredients that we designate or approve; and (d) in such portions, sizes, appearance, taste and packaging that we specify, whether in the Manuals or otherwise in writing. These requirements are integral to the System and necessary in order to: (a) ensure all menu items prepared at your Franchised Shop meet our high standards for health and wellness, taste, texture, appearance and freshness; and (b) protect the reputation of the System and goodwill associated with the Marks.

**8.5.** **Local Market Adaptations**. You may propose reasonable changes to Authorized GGY Products and the System in order to comply with local Laws or conform to local tastes, customs and traditions, including, without limitation, changes affecting the menu items offered or ingredients used. We will consider your proposals in good faith and in accordance with our policies and procedures. You may not implement any changes prior to receipt of our written approval, which we will not unreasonably withhold.

**8.6.** **Sales Restrictions**. You may not use your Shop, or permit your Shop to be used, for any purpose other than offering Authorized GGY Products. You may only sell to retail customers while they are present at the Franchised Shop; *provided, however*, that you may, with our prior written approval, which we will not unreasonably withhold, offer delivery and catering services in compliance with all associated policies and procedures that we designate, whether in the Manuals or in any other written communication we send to you, including use of designated or approved third-party delivery service providers, pricing policies, reporting policies and restrictions on delivery service areas. Without limiting the generality of the foregoing, you must process all delivery and catering orders through the POS System and immediately deposit all sales proceeds in the designated bank account for the Franchised Shop. Unless you receive our prior approval, you may not: (a) offer or sell Authorized GGY Products from any location other than your Franchised Shop's premises or via approved catering or delivery service; (b) produce, sell or provide Authorized GGY Products through any other channel of distribution, including through ghost kitchens or ecommerce sites; (c) sell Authorized GGY Products to any Person for purposes of resale; or (d) use, or allow any other Person to use, the equipment in your Shop to prepare menu items for other brands or culinary concepts.

**8.7.** **Pricing**. We may provide you with suggested retail pricing. You may deviate from our suggested retail pricing in your discretion; *provided, however*, that 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.

**8.8.** **Inventory and Stocking**. Your Franchised Shop must at all times maintain a sufficient inventory of ingredients, food and beverage products and other products, materials and supplies to operate the Franchised Shop at maximum capacity. All inventory and supplies, including smallwares, containers, cups, plates, wrappings, eating utensils, and napkins, and all other customer service materials of all descriptions and types, must meet our standards of uniformity and quality. Prior to the Opening of your Franchised Shop, you must place a minimum initial order for products, toppings and supplies as set out in the Manuals or as we designate in writing.

**8.9.** **Oversight and Management**. The Principal Owner is responsible for, and must devote his or her full-time and best efforts to, oversight of the day-to-day operations of the Franchised Shop. You must provide comprehensive initial training programs, additional training programs and remedial training programs for your Shop Managers and other employees. The Franchised Shop must at all times be under the direct control of a Shop Manager or Shop Managers and other supervisorial or managerial employees who are fully trained by you and dedicated solely to operation of the Franchised Shop. Each Shop Manager must have skill level, training and experience commensurate with the demands of the position and conform in all respects with our high standards for quality products, courteous service, and cleanliness of operations. You and your Principal Owner and Shop Managers must successfully complete the ServSafe® Food Safety Certification Program, or show evidence of prior ServSafe certification. We may, in our sole discretion, replace the ServSafe® Food Safety Certification Program with another food safety certification program we deem appropriate. You are responsible for all fees and material costs associated with any certification program.

**8.10.** **Compliance with Laws**. You must operate the Franchised Shop as a clean, orderly, legal and respectable place of business in compliance with: (a) our business standards and merchandising policies; and (b) all applicable Laws. You must not cause or allow any part of the Franchised Shop or the Franchised Location to be used for any immoral or illegal purpose. In all dealings with customers, suppliers, us, our Affiliates and public officials, you and your personnel must adhere to high standards of honesty, integrity, fair dealing and ethical conduct and refrain from engaging in any action or activities that may cause us to be in violation of any applicable Law. You must promptly send us a copy of any notice, report, fine, test results or the like that you receive from any applicable department of health (or other similar Governmental Authority).

**8.11.** **Hours**. You must operate the Shop continuously throughout the Term. Subject to applicable Law, the Franchised Shop must be open and operational at least 10 hours per day, seven (7) days per week, or as we otherwise prescribe or approve in writing; provided, however, that you may decide whether to close the Shop on statutory holidays. You must diligently and efficiently exercise best efforts to achieve the maximum Gross Sales possible from the Franchised Location, including remaining open for longer business hours if reasonably required to maximize operations and Gross Sales.

**8.12.** **Signs**. You must 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 our specifications and requirements and the layout and design plan we approve for the Franchised Location, subject only to restrictions imposed by applicable Law.

**8.13.** **Franchisee Employee Policies**. You must maintain a competent, conscientious and trained staff and take all steps necessary to ensure your employees: (a) preserve good customer relations; (b) render competent, prompt, courteous and knowledgeable service; and (c) meet the minimum standards we establish from time to time in the Manuals or otherwise. All employees hired by or working for you or at the Franchised Shop must be your employees (and only your employees). Under no circumstances will they be subject to our direct or indirect control or be deemed our employees, 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. The Parties 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. We have no right or power to hire, fire, discipline or control your employees. You expressly agree that our right to certify your supervisorial or managerial personnel for qualification to perform certain functions at the Franchised Shop does not directly or indirectly vest in us the power to hire, fire, discipline or control any of your personnel, and you will never contend otherwise. You are, and always will be, solely responsible for all employment-related decisions and functions pertaining to the Franchised Shop (including, without limitation, those related to hiring, firing, training, establishing remuneration, complying with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision and discipline of employees) regardless of whether or not you receive advice from us on these subjects. You acknowledge and agree that: (a) any guidance we provide pertaining to employment policies is merely offered to you as an example of policies we adopted for our corporate-owned Go Greek Shops (it is not binding on you and we do not represent or imply that our policies are appropriate for your Franchised Shop or comply with applicable Laws); (b) you alone are responsible for establishing and implementing your own employment policies; and (c) you should engage and consult with a local employment attorney and/or other human resource professionals to help you develop your own employment policies. The Indemnitors must immediately defend, reimburse and hold the Indemnitees harmless from all Losses arising out of any Claim made by or for the benefit of any employee of yours against any Indemnitee 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. You must take all appropriate steps to ensure your employees understand and acknowledge they are not employees of ours, including, without limitation: (a) requiring that your employees sign an acknowledgment form we designate that explains the nature of the franchise relationship (including the fact you are the independent owner and operator of the Franchised Shop) and notifies the employee that you are his or her sole employer; and (b) posting a conspicuous notice for employees in the back-of-house area explaining your franchise relationship with us and that you (and not we) are the employee's sole employer. You must ensure all employees working in your Franchised Shop: (a) wear uniforms that conform to our standards and specifications; and (b) present a neat and clean appearance. If we modify our list of approved uniforms by removing a type of uniform used by your employees, you have 90 days after we notify you of the change to discontinue use of the unapproved uniforms and commence use of new uniforms that conform to our current standards and specifications.

**8.14. Vending or Other Machines**. Except with our written approval, you may not install (or permit to be installed) at your Franchised Shop any vending, gaming machines, pay telephones, automatic teller machines, Internet kiosks or any other mechanical or electrical device.

**8.15. Co-Branding**. You may not engage in any co-branding in or in connection with the Franchised Shop except with our prior written consent, which we may withhold in our discretion.

**8.16. Standards of Service and Professionalism**. You must treat your employees and customers, and our staff, with honesty and respect. You and your staff must provide prompt, courteous, friendly and efficient service to all customers and ensure all customer interactions are conducted in a professional and ethical manner. You must respond promptly and professionally to each customer inquiry or complaint and resolve all reasonable complaints to the customer's satisfaction. You must, from time to time, purchase from us or an Approved Supplier, and display in the Franchised Shop during all operating hours, a supply of our designated postage prepaid customer comment cards reasonably adequate to meet your needs.

**8.17. System Programs**.

(a) Generally. We may periodically develop and implement membership programs, loyalty programs, gift card programs, cooperative advertising programs, purchasing programs, advertising programs, coupon programs and other system-wide programs and initiatives. You must fully participate in all programs we designate as mandatory. In order to participate you must: (i) comply with all policies and procedures we establish for participation in the program; (ii) purchase or license and utilize all equipment, software, mobile applications, technology and others items we designate as being necessary for participation in the program and pay all associated fees and costs; and (iii) pay us, our Affiliate, or a third party we designate, all program fees and other amounts we specify as being necessary for participation in the program (collectively, "Program Participation Rules"). Program Participation Rules may be set forth in the Manuals. We may change Program Participation Rules at any time and you must comply with these changes. We may develop and implement new or successor programs and/or modify or terminate existing programs at any time.

(b) Loyalty Program. You must fully participate and implement all required customer loyalty, rewards and other affinity programs designed to increase customer loyalty, generate new customers or improve overall demand for Authorized GGY Products and Go Greek Shops.

(c) Gift Card Program. You must participate in any gift card program we establish and honor all gift cards, even if purchased from us or another Go Greek Shop. You may not sell gift cards we have not approved. We have the right to: (i) determine how gift card proceeds are divided or otherwise accounted for; (ii) require that gift card proceeds be paid to us or deposited into a trust account we control for subsequent disbursement to the Go Greek Shop(s) where the gift card is redeemed; and (iii) retain proceeds from unredeemed gift cards. You must sell and redeem gift cards at the Franchised Shop. Under current policy, gift card proceeds are recognized as revenue and included in Gross Sales at the time the gift card is redeemed, and not when it is sold. You must accept gift cards, as designated by us under any gift card program we introduce and redeem them in accordance with the terms and conditions of such gift cards, as may be amended by us from time to time. We have implemented a gift card pooling program whereby each Go Greek Shop collects funds from gift card sales and electronically transfers these funds to us or our designated vendor on a monthly basis via pre-authorized debit. On a monthly basis, we or our 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 your bank account based on the net amount of your gift card sales calculated in accordance with the Manuals. You must pay a monthly administrative fee of $75 to us and/or our designated vendor, as set out in the Manuals, 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 we issue gift cards and do 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), we will pay (either directly from our own funds or, if eligible, from the Brand Fund) the dollar value amount of the gift cards we issue into the gift card pooling account. If the Franchised Shop redeems a gift card issued by us, 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 originally sold by you remains unredeemed after three (3) years from the date the gift card was sold, we or our designated vendor will withdraw from the gift card pooling account and deposit into our normal operating account a credit in the amount of the gift card value at which it was originally sold. No interest will be payable to you for any unredeemed gift card amounts. If a customer subsequently redeems a gift card that was deposited into our normal operating account after it remained unredeemed for three (3) years, the gift card amount subsequently redeemed by the customer will be debited from our normal operating account and put back into the gift card pooling account. Upon termination, expiration or non-renewal of this Agreement, you forfeit any amounts you have paid to us or our 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 you. You 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 us from issuing approved gift cards where no funds are collected from the recipient or user of the gift card. Any gift card policies set forth above may be changed by us from time to time via updates to the Program Participation Rules set forth in the Manuals.

(d) CRM, Social Media and Online Ordering Programs. You may not issue coupons or discounts of any type for use at the Franchised Shop except with our prior written approval, which we may withhold in our sole discretion. In addition, you must purchase, enroll in or subscribe to, as applicable, all customer loyalty, CRM, social media analytics, and online and mobile ordering software or programs that we specify in the Manuals or otherwise in writing. We reserve the right to change the designated suppliers of these or similar services in our sole discretion. You must change, purchase or subscribe to the additional programs or software, as applicable, immediately upon notice from us to do so.

**8.18. Technology Systems**.

(a) Generally. You must acquire and utilize all Technology Systems we require from time to time, including the POS System and Closed Circuit Camera System described in §8.2. Technology Systems may relate to matters such as: purchasing; pricing; accounting; order entry; inventory control; security; data storage, retrieval and transmission; client information; client loyalty; marketing; communications; copying, printing and scanning; or any other business purpose we deem appropriate. We may require that you acquire new or substitute Technology Systems and/or replace, upgrade or update existing Technology Systems at your expense upon reasonable prior notice. You are solely responsible for: (i) the acquisition, operation, maintenance, updating and upgrading of your Technology Systems; (ii) the manner in which your Technology Systems integrate and interface with our computer system and those of third parties; and (iii) any consequences resulting from improper use or operation, or failure to properly maintain, update or upgrade, Technology Systems.

(b) Use & Access. You must use Technology Systems in accordance with the Manual and comply with all associated data entry policies. You may not load or permit any unauthorized programs or games on your Technology Systems. You must ensure your employees are adequately trained in the use of the Technology Systems. You agree to take all steps necessary to provide us with independent and unlimited access to data collected by or through your Technology Systems, including Gross Sales data for purposes of calculating fees owed. Upon request, including upon termination or expiration of this Agreement, you must provide us with user IDs and passwords for your Technology Systems.

(c) AI Technology. Except as otherwise provided below or in the Manual, you may not use AI Technology without our approval. You do not need our approval to use commercially available off-the-shelf productivity software with embedded AI Technology features (e.g., Microsoft Office with Copilot or Google Workspace with Gemini) for internal business purposes provided that: (i) you only use commercially available standard features and configurations (e.g., no beta, preview, experimental or custom features, third-party plugins, extensions or integrations); (ii) you do not input, upload, submit, expose or otherwise make available to AI Technology any Confidential Information; (iii) you do not authorize, permit or enable training, fine-tuning, grounding or improvement of any AI models, algorithms, products or services based on Confidential Information (if available, you must affirmatively opt out of any such training or improvement features and send us confirmation of same upon request); (iv) you do not use AI Technology (1) for consumer-facing, client-facing or other external communications, content or materials, (2) for marketing analytics, targeting, lead qualifying, profiling or other activities involving clients or third parties, (3) in violation of any Law, (4) in a manner that may cause physical or psychological harm or materially impact the health, safety or fundamental rights of any natural Person or (5) in any other manner prohibited by the Manual; and (v) you maintain commercially reasonable security measures to prevent unauthorized access to or disclosure of any data processed through such AI Technology and immediately notify us of any suspected or actual data breach, security incident or unauthorized use involving AI Technology.

(d) Disruptions. You are solely responsible for protecting against computer viruses, bugs, power disruptions, communication line disruptions, internet access failures, internet content failures, date-related problems and attacks by unauthorized Persons. Upon request, you must obtain and maintain cyber insurance and business interruption insurance for technology disruptions. ***We and our Affiliates: (i) make no representations or warranties that the Technology Systems will be***

***free from defects or that your use of the Technology Systems will be uninterrupted or error-free; and (ii) have no liability for any indirect, consequential, incidental, special or punitive damages (including damages associated with loss of use, interruption of business, loss of data or loss of profits) arising from or relating to the Technology Systems.***

(e) Third-Party Technology. You understand and agree that we and our Affiliates: (i) do not own certain Technology Systems (or components thereof) you must use to operate your Franchised Shop (i.e., Third-Party Technology); and (ii) have no liability to you for any Losses you incur as result of Third-Party Technology not functioning properly. Accordingly, you hereby: (i) waive any and all Claims against us or our Affiliates relating to Third-Party Technology; and (ii) acknowledge your sole recourse for any Losses you incur due to improperly functioning Third-Party Technology shall be against the owner or licensor of such Third-Party Technology.

(f) Fees & Costs. You are responsible for all fees, costs and expenses associated with acquiring, licensing, utilizing, updating and upgrading Technology Systems. Certain Technology Systems must be purchased or licensed from third-party suppliers. We and/or our Affiliate may develop proprietary Technology Systems (or components thereof) that become part of our System. If this occurs, you agree to: (i) pay us (or our Affiliate) commercially reasonable licensing, support and maintenance fees; and (ii) upon request, sign our prescribed form of license agreement governing use of proprietary Technology Systems (or components thereof). We may enter into master agreements with licensors of Third-Party Technology and charge you for amounts we pay them based on your use of their Third-Party Technology. We may charge you a technology fee, which includes all amounts you pay us and our Affiliates relating to Technology Systems, including amounts paid for proprietary items and amounts we collect from you and remit to suppliers of Third-Party Technology. The technology fee may change based on changes to Technology Systems or prices charged by third parties with whom we enter into master agreements. The technology fee may include a reasonable administrative fee for the time, money and resources we invest to administer the technology platform and associated components, negotiate and manage contracts with third-party licensors, and collect and remit technology fees owed to third-party licensors on behalf of franchisees under master license arrangements. The technology fee does not include amounts you pay directly to third-party suppliers. The technology fee is due 10 days after invoicing or as we otherwise specify. We list the current technology fee in the Manuals.

**8.19. Intranet**. We do not currently operate or permit the operation of a Go Greek Franchisee Intranet. If we establish an Intranet in the future, you will have the mere privilege to use the Intranet, subject to your compliance with all standards and specifications, protocols and restrictions that we establish from time to time. You acknowledge that we, as administrator of the Intranet (if implemented), may access and view any communication posted on the Intranet. You further acknowledge that the Intranet facility and all communications that are posted to it will become our property, free of any claims of privacy or privilege that you or any other Person may assert. You must establish and continually maintain an electronic connection with the Intranet as specified in the Manuals that allows us to send messages to and receive messages from you, and pay all applicable fees per user. If you or your Affiliate commit a Default under any Definitive Agreement we may, in addition to our other rights and remedies, disable or terminate your access to the Intranet and we shall have no liability to you for doing so. If we implement an Intranet, we may, at our discretion, discontinue or terminate the Intranet at any time.

**8.20. Improvements**. If you (or your Owner or employee) conceive of or develop an Improvement, you must send us a written notice describing the Improvement. You must obtain our approval prior to using any such Improvement. Any Improvement we approve will become our sole property and may be used by us and any Person we authorize to operate a Go Greek Shop or Go Greek Ghost Kitchen without any obligation to pay royalties or other fees or compensation to you (or your Owner or employee). You or your Owner or employee, as applicable, must assign ownership of the Improvement to us or our designee, without charge, together with all associated intellectual property rights, including the right to grant sublicenses. If applicable Law precludes the assignment of ownership of an Improvement to us, then you or your Owner or employee, as applicable, must perpetually license the Improvement to us free of charge, with full rights to use, commercialize and sublicense the same.

**8.21. Remodeling and Renovations**. At our request, but not more often than once every five (5) years unless sooner required by the Lease, you must remodel, renovate and make all improvements to your Shop that we reasonably require to conform to our then-current standards and specifications for new Go Greek Shops. During the Initial Term, we will not require you to spend more than $25,000 to remodel and renovate your Shop. You may not remodel or renovate your Shop without our prior approval. We will not approve any proposed remodeling or renovations that are inconsistent with our then-current standards and specifications.

**8.22. Maintenance and Upkeep**. You must maintain the interior and exterior of the Franchised Shop and the Franchised Location in good order and condition, reasonable wear and tear excepted, and make all necessary repairs, including replacements, renewals and alterations, at your sole expense, to conform to our standards and specifications. Without limiting the generality of the foregoing, you agree to take the following actions at your expense: (a) thorough cleaning, repainting, redecorating of the interior and exterior of the Restaurant's premises at the intervals we prescribe (or at such earlier times that such actions are required or advisable); and (b) interior and exterior repair of the Restaurant's premises as needed. You must comply with any maintenance, cleaning or facility upkeep schedule we prescribe. We may periodically require you to replace or update equipment and/or change the trade dress, signage or décor items associated with your Franchised Shop to conform to then-current standards and specifications. There is no limitation on the cost or frequency of any changes or updates we may require pursuant to this §8.22.

**8.23. Adequate Reserves and Working Capital**. You must at all times maintain adequate reserves and working capital sufficient for you to: (a) fulfill all your obligations under this Agreement, including, without limitation, periodic remodeling, renovations, maintenance and upkeep of the Franchised Shop in accordance with §8.21 and §8.22 above; and (b) cover the risks and contingencies of the Franchised Shop for a minimum period of three (3) months.

**8.24. Notifications and Crisis Management Events**. You must notify us within two (2) business days after you become aware of any of the following (each, a "Reportable Event"): (a) the occurrence of a Crisis Management Event involving the Franchised Shop; (b) the occurrence of an incident at your Franchised Shop involving significant personal injury or illness; (c) the issuance of a citation or notice of violation by a Governmental Authority (or the commencement of an inquiry you believe is reasonably likely to lead to a citation or notice of violation) relating to a health or safety matter involving your Franchised Shop; (d) the commencement (or written threat) of an action, suit or proceeding against you, your Owners and/or your Franchised Shop that is reasonably likely to materially and adversely affect you, your Franchised Shop or the goodwill associated with the Marks; (e) a cancellation, termination or non-renewal of a required Permit; (f) the conviction or indictment of any Owner or Shop Manager for a felony or other crime reasonably likely to materially and adversely affect you, your Franchised Shop or the goodwill associated with the Marks; or (g) receipt of a default notice from the Landlord. You must immediately inform our President (or as otherwise instructed in the Manuals) by telephone of the occurrence of a Reportable Event. You must fully cooperate with us and comply with our instructions in response to any Crisis Management Event. You must comply with any crisis management policies we implement in the Manuals.

**8.25. Authorization to Release Information and Use Images**. You hereby authorize (and agree to execute any other documents deemed necessary to effect the authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other Persons or entities with whom you do business to disclose to us any financial information in their possession relating to you or the Franchised Shop that we request. You also hereby authorize us to: (a) disclose data from your reports to prospective franchisees or other Persons if we determine, in our sole discretion, that disclosure is necessary or advisable; (b) photograph and film you, your employees, the public and all areas of the Franchised Shop, without further authorization from or compensation to you, and you authorize us to use such images for marketing and promotion of the Franchised Shop, other Go Greek Shops and the franchise opportunity; and (c) disclose information about you relating to your obligations or performance under this Agreement to third parties including, but not limited to, your Landlord or bank, if we determine, in our sole discretion, that disclosure is necessary or advisable.

**8.26.** **Annual Franchisee Conference**. We may hold an Annual Franchisee Conference for all Go Greek Franchisees each year. Your Principal Owner and Shop Manager(s) must attend the Annual Franchisee Conference. We may use the Brand Fund to cover costs and expenses we incur to plan, coordinate, host and conduct the Annual Franchisee Conference.

**8.27.** **Credit Cards**. You must honor all credit, charge, courtesy and cash cards approved by us in writing. To the extent that you store, process, transmit or otherwise access or possess cardholder data in connection with the sale of Authorized GGY Products, you must at all times 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, and shall remain, responsible for the security of cardholder data in the possession or control of any subcontractors you engage to process credit cards. All subcontractors must be identified to and approved by us in writing prior to sharing cardholder data with the subcontractor. Upon our request, you must provide us with appropriate documentation demonstrating compliance with applicable PCI DSS requirements by you and all identified subcontractors. You may only utilize Payment Processors approved by us in writing.

**8.28.** **Data Security Safeguards**. You must exert best efforts to protect your 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, we have the right (but not the obligation) to perform and/or control, or cause our 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. Our 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 us or additional rights for you, entitle you to damages or relieve you of your indemnification obligations under §20.4. Notwithstanding our right to perform and/or control all aspects of a response to a Cyber Event, we will use commercially reasonable efforts to: (a) coordinate our response with you and your insurance carrier(s); and (b) cooperate with your insurance carrier(s) regarding insurance coverage of the Cyber Event to the extent reasonably practicable under the circumstances. You must reimburse us for all out-of-pocket costs and expenses we incur in responding to and remedying any Cyber Event caused solely by you or the Franchised Shop. You must at all times be compliant with (a) the NACHA ACH Security Framework; (b) the Payment Rules; (c) all applicable Laws governing data privacy, data security and security breaches; and (d) our security policies and guidelines, all as may be adopted and/or amended from time to time (collectively, "Data Security Safeguards"). You must obtain advice from your own legal and security consultants to ensure you operate the Franchised Shop at all times in full compliance with the Data Security Safeguards.

**8.29.** **Music and Music Selection**. You must play only the music and music selections we approve in the Manuals or otherwise in writing. You must install the equipment necessary to receive and play approved music.

**8.30.** **Payment of Debts**. You are solely responsible for: (a) selecting, retaining and paying your employees; (b) payment of all invoices for the purchase of goods and services used in connection with operating the Franchised Shop; and (c) determining whether, and on what terms, to obtain any financing or credit which you deem advisable or necessary for the development, Opening and operation of the Franchised Shop. You must pay all amounts owed to suppliers, lessors and creditors on a timely basis. The Indemnitors must indemnify us if we are held responsible for any of your debts if we elect to pay any of your obligations in order to preserve the relationship between suppliers and Go Greek Franchisees. To the extent applicable in the Protected Area, you must promptly pay when due 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 the ownership or operation of the Franchised Shop. The Indemnitors must indemnify us if we are held responsible for any such taxes.

**8.31.** **Non-Compliance Fee.** You acknowledge the importance of every one of our standards and operating procedures to the reputation and integrity of the System and goodwill associated with the Marks. If we notify you of a breach of our standards or operating procedures (including failure to submit required reports in a timely manner) and you fail to cure within the time period we prescribe, we may (in addition to our other remedies under this Agreement) impose a noncompliance fee of $500 per occurrence. We may impose a separate $500 fee: (a) every 48 hours the same noncompliance issue remains uncured after we impose the initial fee; and/or (b) if we notify you of a breach of our brand standards and we must re-inspect your Franchised Shop to confirm whether you fully cured the breach. Any noncompliance fees we collect are paid in consideration of us refraining from exercising our contractual right to terminate this Agreement. Your payment of noncompliance fees does not preclude us from terminating this Agreement in accordance with §17 if the Default continues after we collect these amounts.

**9. SUPPLIERS AND PRODUCTS.** To protect the System, Marks, Trade Secrets and the goodwill associated with the same:

**9.1. Approved Suppliers**. You must only use Approved Supplies in connection with the design, construction and operation of the Franchised Shop as set forth in our then-current Approved Supplies list, as amended by us from time to time. Although we do not do so for every item, we have the right to choose and designate the Approved Suppliers from whom you purchase Approved Supplies. We will furnish to you from time to time lists of Approved Supplies and Approved Suppliers. You acknowledge and agree that some or all Approved Supplies may only be available from one Approved Supplier source, which may be us or our Affiliate. If your Shop is located outside California you must: (a) purchase all trade-marked retail items, and certain products, supplies, equipment and materials from GGY Mediterra pursuant to the Supply and Purchase Agreement; and (b) pay the then-current price in effect for Approved Supplies purchased from us or GGY Mediterra. If your Shop is located in California or another state for which we have designated a third-party distributor for the products sold by GGY Mediterra then: (a) you will not sign the Supply and Purchase Agreement; and (b) you will purchase products from our designated distributor rather than GGY Mediterra. You acknowledge and agree that you are responsible for complying with our Approved Suppliers' pricing and that we are not responsible for ensuring that the pricing is more advantageous than what you would receive elsewhere. You also acknowledge and agree that the estimates for Approved Supplies that we provide to you do not include freight costs that a supplier may or may not charge you for supplies and inventory. Freight costs vary greatly depending on a number of different factors including volume and frequency of your 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 included on our Approved Supplies list must conform to the specifications and standards we establish from time to time. You may not use nor require us to consider alternative Approved Supplies or Approved 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 us or our Affiliates, we and our Affiliates: (a) make no warranties or representations and expressly disclaim all warranties and representations, including the implied warranties of merchantability and fitness for a particular purpose, with respect to goods or services you purchase from Approved Suppliers; and (b) disclaim any liability arising out of or in connection with the services rendered or goods furnished by Approved Suppliers.*** We may, but need not, operate an Online Portal that you can use to buy Branded Products, Proprietary Products, marketing materials, handbooks and menus directly from Approved Suppliers. If, at any time during the Term, we receive notice from an Approved Supplier that you are over 60 days past due on any payment owed to the Approved Supplier, and you have not provided any notice to the Approved Supplier disputing the overdue amount prior to our receipt of notice from the Approved Supplier concerning the past due amount, we shall have the right, but not the obligation, to make payment to the Approved Supplier on your behalf and to thereafter charge you a $250 administrative fee and reimburse ourself for the amount paid to the Approved Supplier in accordance with §17.4.

**9.2. Recommended Suppliers**. If you desire to purchase authorized Non-Proprietary Products from a Recommended Supplier rather than from an Approved Supplier, you must send us a written notice that identifies the Recommended Supplier. You must provide all reasonable financial, operational and other information about the Recommended Supplier that we request in order for us to assess the Recommended Supplier. You may not purchase Non-Proprietary Products from the Recommended Supplier without our prior written consent. Within 60 days after we receive all necessary information from you, we will send you a written notice confirming whether we approve or disapprove the Recommended Supplier. As a condition of our approval, we may require a Recommended Supplier to agree in writing to: (a) provide, from time to time, upon our request, free samples of the Non-Proprietary Product the Recommended Supplier intends to supply to you; (b) faithfully comply with our specifications for the Non-Proprietary Products to be sold by the Recommended Supplier; (c) sell any Non-Proprietary Products bearing the Marks only to Go Greek Franchisees and only under a trademark license agreement with us; (d) provide us, upon request, with duplicate purchase invoices issued to you for our records and inspection purposes; and (e) otherwise comply with our reasonable requests. Further, we may require you or the Recommended Supplier to reimburse us for all costs we incur in reviewing the application of the Recommended Supplier, including Travel Expenses and other costs related to inspecting, re-inspecting and auditing the Recommended Suppliers' facilities, equipment and food products. You must pay us, in advance, a deposit of up to $1,000 before we begin an inspection. We may revoke our approval of a previously approved Recommended Supplier if the Recommended Supplier does not continue to satisfy our criteria.

**9.3.** **Purchases from Franchisor or its Affiliates**. You and GGY Mediterra must execute the Supply and Purchase Agreement concurrently with the execution of this Agreement. You must purchase all Branded Products, Proprietary Products and Non-Proprietary Products that we designate exclusively from GGY Mediterra in accordance with the terms of the Supply and Purchase Agreement. Upon expiration or termination of this Agreement, or at any time you are in Default under this Agreement, GGY Mediterra shall have no obligation to fill or ship any orders then pending or, in the case of termination or non-renewal, made any time thereafter by you and may, among other things, only deliver the quantities reasonably necessary to supply your needs prior to the expiration or termination of this Agreement. Neither we nor GGY Mediterra shall be liable to you for any delay or delivery failure caused by Force Majeure. This Section shall not apply if your Shop is located in any state for which we have a designated third-party distributor for Branded Products, Proprietary Products and Non-Proprietary Products (we currently have a third-party distributor for California only).

**9.4.** **Rebates**. We and/or our Affiliates may receive rebates or allowances from Approved Suppliers based on purchases of Branded Products, Proprietary Products and Non-Proprietary Products made by you 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 and will be included in our general revenue. We may use rebate and allowance funds that we receive in any manner we deem appropriate in our sole and absolute discretion including, without limitation, ongoing programs, education, marketing, advertising, seminars and conferences, the handling of inquiries and complaints from Go Greek Franchisees' customers and for general and administrative expenses.

**10. GO GREEK MARKS.** We and our Affiliates continue to develop, use and control the use of the Marks in order to identify for the public the source of services and products marketed under the Marks and System, and to represent the System's high standards of quality, appearance and service. To protect the System, Marks, Trade Secrets and the goodwill associated with the same:

**10.1.** **Ownership and Goodwill of Marks**. You acknowledge that your right to use the Marks is derived solely from this Agreement and is limited to use in operating the Franchised Shop pursuant to and in compliance with this Agreement. Any unauthorized use of the Marks by you constitutes a Default and an infringement of our rights. You acknowledge and agree that: (a) we and our Affiliates own the Marks and System; (b) you own no goodwill or rights in the Marks or System except for the license granted by this Agreement; (c) your use of the Marks and any goodwill established by that use shall inure to our exclusive benefit; and (d) you shall not contest, or assist any other Person to contest, the validity of our rights and interest in the Marks or System either during or after the Term of this Agreement.

**10.2.** **Limitations on Use**. You may not use any Marks: (a) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos licensed to you by this Agreement); (b) in connection with unauthorized services or products; (c) 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 (d) in any manner not expressly authorized by this Agreement or authorized by us in writing. You must give all notices of trademark and service mark registration that we specify and use and obtain all fictitious or assumed name registrations required by us or by applicable Law. You further agree that you will not use any service mark other than "Go Greek" (and any other Marks that we authorize) in connection with the marketing or operation of the Franchised Shop.

**10.3.** **Modifications**. We reserve the right to: (a) modify or discontinue licensing any of the Marks; (b) add new names, marks, designs, logos or commercial symbols to the Marks and require that you use them; (c) designate different Marks for use by Go Greek Shops located in certain countries or regions; and (d) require that you introduce or observe new practices as part of the System in operating the Franchised Shop. You acknowledge and agree that the term Marks means the specific names, marks, designs, logos or commercial symbols licensed by us at any given point in time, subject to our right to impose changes. You must comply, at your sole expense, with our directions regarding changes in the Marks and System within a reasonable time after written notice from us. We will have no liability to you for any cost, expense, loss or damage that you incur in complying with our directions and conforming to required changes.

**10.4.** **Defense of Marks and System**. We have the sole right to handle disputes with Go Greek Franchisees and third parties, or disputes between Go Greek Franchisees and third parties, concerning our or our Affiliates' ownership of, rights in, or your use of, the Marks or System. You must immediately notify us in writing if you receive notice, or are informed, of any: (a) improper use the Marks or elements of the System, including misuse by Go Greek Franchisees; (b) use by any third party of any mark, design, logo or commercial symbol which, in your judgment, may be confusingly similar to any Marks; (c) use by any third party of any business practice which, in your judgment, unfairly simulates the System in a manner likely to confuse or deceive the public; or (d) Claim or challenge asserted against you based upon your use of the Marks or System. We have sole discretion to take all action as we deem appropriate, at our expense, 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 Marks or System. You may not settle or compromise any Claim asserted against you and agree to be bound by our decisions in handling disputes regarding the Marks and System. You must cooperate fully with us and execute all documents and perform all actions as may, in our judgment, be necessary, appropriate or advisable in the defense of a Claim and to protect and maintain our rights in the Marks and System.

**11. MARKETING.** To protect the System, Marks, Trade Secrets and the goodwill associated with the same:

**11.1.** **Brand Fund**. We may, but need not, administer a Brand Fund to promote public awareness of the Marks and Go Greek Shops, improve the System, and cover our costs associated with hosting Annual Franchisee Conferences. On each royalty fee due date, you must pay us a Brand Fund Fee in accordance with §4.3. We may, from time to time, at our option, permit you to spend half your monthly Brand Fund Fee (i.e., 1% of Gross Sales) on Local Store Marketing in accordance with §11.2, in which case: (a) you must provide us with all reports and documentation required by §11.2(c) to verify your expenditures on Local Store Marketing; and (b) any portion of the Brand Fund Fee we authorize you to spend on Local Store Marketing will be in addition to, and not credited towards, the Local Marketing Commitment. We may use the Brand Fund to pay for:

(a) developing, administering or distributing advertising and marketing materials and programs;

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

(c) public and consumer relations and publicity;

(d) brand development;

(e) sponsorships and charitable and non-profit donations and events;

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

(g) website development and search engine optimization;

(h) developing, maintaining and promoting an ecommerce platform;

(i) developing and implementing quality control programs and customer satisfaction surveys;

(j) conducting market research;

(k) researching, developing, testing and implementing changes and improvements to the System;

(l) 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.;

(m) fees and expenses charged by advertising agencies we engage to provide marketing services;

(n) collecting and accounting for brand fund fees and preparing financial accountings of the fund;

(o) any other programs or activities we deem appropriate to promote or improve the System; and

(p) direct or indirect labor, administrative, overhead and other expenses incurred by us and/or our Affiliates relating to any of these activities, including salary, benefits and other compensation of any of our (and any of our Affiliate's) officers, employees or independent contractors based on time spent working on any brand fund matters described above.

We have sole discretion in determining the content, concepts, materials, media, endorsements, frequency, placement, location and all other matters pertaining to marketing or advertising activities. Any surplus in the fund may be invested and we may lend money to the fund if there is a deficit. The Brand Fund is not a trust and we have no fiduciary obligations to you with respect to our administration thereof. In terms of marketing activities paid for by the Brand Fund, we do not ensure that: (a) expenditures in (or affecting) a given geographic area are proportionate or equivalent to Brand Fund Fees paid by franchisees in that geographic area; or (b) franchisees benefit directly or in proportion to their Brand Fund Fees. We will prepare, and make available to you upon request, an annual statement of fund operations, including deposits and disbursements. We may suspend or discontinue the Brand Fund at any time upon 30 days' prior notice.

**11.2. Local Marketing and Promotion**.

(a) Minimum Expenditure. You must use best efforts to promote and advertise the Franchised Shop and participate in any local marketing and promotional programs we establish from time to time. In addition to required Brand Fund Fees, you must spend at least $500 per month (the "Local Marketing Commitment") on approved Local Store Marketing, commencing immediately after completion of the grand opening period.

(b) Standards and Approval of Local Marketing. You must conduct Local Store Marketing in accordance with all of our policies and provisions pertaining to format, content, media, geographic coverage and other criteria, as set forth in the Manuals or as we otherwise communicate to you. Unless you receive our prior written approval, you may not use or publish any marketing material or use or display the Marks except in accordance with said policies and provisions. You must send us samples of all marketing and promotional plans and materials for our approval. You may only commence use of the materials after we approve them in writing. We have the right at any time after you commence use of any materials to prohibit further use, effective upon written notice to you.

(c) Marketing Reports. On or before the 15th day of each month during the Term, you must provide us with copies of all invoices, statements, canceled checks or other forms of payment issued by you during the preceding month that evidence your expenditure and payment of the amounts required by this §11.2 on Local Store Marketing to promote the Franchised Shop. If you fail to make the expenditures required by this §11.2, we have the right to collect the deficiency from you and contribute the deficiency to the Brand Fund.

(d) Social Media. You may promote your Shop using social media provided that: (i) you only use social media platforms we approve; (ii) you strictly comply with our social media policy; (iii) you immediately remove any post we disapprove; (iv) you contract with any social media company we designate upon request; and (v) we own all social media accounts relating to your Shop and retain full administrator rights.

(e) Extraterritorial Marketing. You may not market or advertise outside the Protected Area unless we provide our prior written consent. We may withhold or condition our consent on any terms and conditions we deem reasonable. The Manuals may describe certain types of permitted incidental marketing and advertising that may extend beyond the boundaries of a franchisee's Protected Area without being deemed a breach of this Section.

**11.3. Cooperative Advertising Programs**. We may, but need not, establish regional advertising cooperatives for purposes of creating and/or purchasing advertising programs for the benefit of all Go Greek Shops located in the region. We may: (a) determine the boundaries of the cooperative; (b) specify the manner in which the cooperative is organized and governed; (c) require the cooperative to be administered in accordance with written bylaws, organizational documents or other governing documents that we approve; and (d) require you to participate in the cooperative according to its rules and procedures and abide by its decisions. Any disputes (other than pricing) arising among or between you, other Go Greek Franchisees and/or the cooperative will be resolved by us (our decision is final and binding on all parties).You must pay a cooperative advertising fee on each royalty fee due date or such other date specified by the cooperative. The cooperative advertising fee will be determined by majority vote of the cooperative members, subject to our approval, but will not exceed 2% of Gross Sales. We may either: (a) collect cooperative advertising fees and remit them to the cooperative; or (b) require you to pay these fees directly to the cooperative. All cooperative advertising fees you pay are credited towards your Local Marketing Commitment. We may form, change, merge or dissolve advertising cooperatives in our discretion.

**11.4. Grand Opening Marketing and Promotion**. At least 60 days before the Franchised Shop's Opening Date, you must submit a Grand Opening Promotional Plan ("Grand Opening Plan") to us which outlines your proposal for grand opening marketing and promotion of your Franchised Shop. You must obtain our written consent to the Grand Opening Plan before you implement it. You must modify the Grand Opening Plan as we request, and, thereafter, you may not make any substantial changes to the Grand Opening Plan without our prior written approval. You must contract with our designated marketing company for a three (3) month period, during which the company will provide certain initial social media and online marketing services, which are a required aspect of your Grand Opening Marketing Plan. During the period of time commencing 90 days prior to the scheduled Opening Date and expiring 15 days after the Opening Date, you must spend no less than $7,500 (which includes a $2,500 fee paid to our designated marketing company) to conduct grand opening marketing and promotion for your Franchised Shop. Only approved advertising and marketing expenses will count towards satisfaction of the minimum $7,500 required expenditure. Within 60 days after the Opening Date, you must send us copies of all invoices, statements, canceled checks or other forms of payment you issued that evidence your expenditures and payments for the Grand Opening Plan. If you fail to provide us with such evidence of payment, or if you fail to spend the minimum amount required by this §11.4, you shall, upon demand, contribute to the Brand Fund an amount equal to the difference between $7,500 and the amount of money you actually spent to implement the Grand Opening Plan. If you fail to do so, we may terminate this Agreement.

**11.5. Promotional Campaigns**. From time to time during the Term, we 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. You must participate in the promotional campaigns upon the terms and conditions we establish. You acknowledge and agree that participation may require you to purchase point of sale advertising material, posters, flyers, product displays and other promotional materials.

**11.6. Internet**. You may 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) that in any way uses or displays, in whole or part, any Marks or any words, symbols or terms confusingly similar thereto without our prior written consent, and then only in the manner and in accordance with the procedures, policies, standards and specifications that we establish from time to time. You may not separately register any domain name or any portion of any domain name containing the 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 Marks without our prior written consent. Your 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 we identify from time to time. We may, at any time after you commence use of any approved electronic media, prohibit further use, effective upon receipt of written notice to you. You must provide free WiFi service at the Franchised Shop for use by your customers in compliance with our requirements for bandwidth included in the Manuals or otherwise. We shall control the WiFi gateway and all emails collected will be our property, with no restrictions on our use or distribution of email addresses other than any restrictions imposed by Law. In order to maintain a consistent image and message and to protect the Marks and System, you 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 §10.2, §11.2(d) and the Manuals.

**11.7.** **Websites**. We will establish and maintain one or more Websites to provide information about Go Greek Shops to the public. "Website" means an interactive electronic document contained in a network of computers linked by communications software. We have sole discretion and control over the establishment, design and content of the Website. We will configure the Website to accommodate one or more interior pages dedicated to your Franchised Shop. We may, at any time and at our sole discretion: (a) change, revise, or eliminate the design, content and functionality of the Website; (b) make operational changes to the Website; (c) change or modify the URL and/or domain name of the Website; (d) substitute, modify, or rearrange the Website, including in any manner we consider necessary or desirable to comply with applicable Laws, or respond to changes in market conditions or technology and respond to any other circumstances; (e) limit or restrict end-user access (in whole or in part) to the Website; and (f) disable or terminate the Website without any liability to you.

## 12. CONFIDENTIAL INFORMATION.

**12.1.** **Confidential Information**. You acknowledge and agree that the System is comprised of confidential information that has been developed by us and our 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 our (and our Affiliates') Trade Secrets, and includes, without limitation, tangible and intangible information (whether or not in electronic form) relating to our 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 our employees and contractors, 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 us and other Persons, knowledge or know-how concerning the methods of operation of a Go Greek Shop which may be communicated to you, or of which you may be apprised, by virtue of your operation of the Franchised Shop under the terms of this Agreement, and any other information or material that we consider proprietary whether or not designated as confidential information by us, 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 us or our Affiliates and which is the subject of efforts by us 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, "Confidential Information"). Confidential Information does not include any information that: (a) was in your lawful and unrestricted possession before we disclosed it to you; (b) is or becomes generally available to the public (except due to actions taken by you or your Owners or employees); (c) you receive lawfully and in good faith from a third party who did not acquire it from us or you; or (d) is shown by acceptable evidence to have been independently developed by you.

**12.2.** **Value**. You acknowledge and agree the Confidential Information: (a) is not generally known by the public or parties other than us, our Affiliates, you and other Go Greek Franchisees; (b) derives independent economic value (actual or potential) from not being generally known to the public or Persons unaffiliated with us or you; and (c) is the subject our reasonable efforts to maintain its secrecy including, without limitation: (i) not revealing Confidential Information to unauthorized Persons; (ii) requiring all Go Greek Franchisees to confirm and agree in writing that the Confidential Information is confidential and that they will at all times maintain the confidentiality of the Confidential Information; (iii) restricting electronic access to the Confidential Information by the use of passwords and other restrictions so that electronic access is limited to authorized Persons; and (iv) requiring Go Greek Franchisees to return all Confidential Information to us upon the expiration or termination of their Go Greek Franchise Agreement.

**12.3.** **Maintain Confidentiality**. To protect the System, Marks, Trade Secrets and the goodwill associated with the same, you may not at any time (whether during or after the Term of this Agreement) communicate, divulge, or use for the benefit of anyone else, any Confidential Information. You may divulge Confidential Information only to supervisorial or managerial employees who must have access to it in order to perform their employment responsibilities.

**12.4.** **Irreparable Injury from Disclosure of Confidential Information**. You acknowledge any failure to comply with the requirements of this §12 will result in irreparable injury to us for which no adequate remedy at law may be available. You consent to the issuance of Injunctive Relief to prevent any further breach of §12 without any obligation for us to post a bond (if a court requires the posting of a bond contrary to the intent of the Parties, the amount of the bond may not exceed $1,000). You agree to pay all court costs and reasonable attorneys' fees we incur to obtain the Injunctive Relief.

**12.5.** **Confidentiality Covenants from Individuals Associated with Franchisee**. You must ensure all supervisorial and managerial personnel with access to Confidential Information execute covenants that they will maintain the confidentiality of all Confidential Information they receive. Such covenants shall be in a form satisfactory to us, and must identify us as an express third-party beneficiary of such covenants with the independent right to enforce them.

**12.6.** **Go Greek Data**. You acknowledge and agree that all Go Greek Data is exclusively owned by us and constitutes our Confidential Information. We have the right to review and use Go Greek Data in any manner we deem appropriate without compensation to you. We may request Go Greek Data from you at any time during the Term, including upon the expiration or termination of this Agreement, and you must provide us with the requested data within five (5) days of our request, at no cost to us. You must always protect the secrecy and confidentiality of Go Greek Data. You may not permit unauthorized Persons to access Go Greek Data without our prior written consent, and then only in the manner we permit. We hereby grant you a royalty-free license to use Go Greek Data during the Term solely in connection with the development and operation of your Franchised Shop.

## 13. ACCOUNTING AND RECORDS.

**13.1.** **Books and Records**. You must 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. You shall maintain accurate, adequate and verifiable books and supporting documentation relating to the accounting information. Without limiting the generality of the foregoing, you must prepare, and keep for not less than three (3) years after the end of each fiscal year, 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 all other sales records that we reasonably require from time to time to verify the accuracy of your Gross Sales reports, in a form suitable for an audit of your records by us or our representative. Such information shall be broken down by categories of goods, foods and beverages sold, when possible. Within seven (7) days of our request, you must send us all financial records we request that are in your possession and relate to the Franchised Shop including, without limitation, monthly bank, credit card, and financial statements for any period that we specify, tax returns for any period we specify, and any records relating to third-party delivery platforms.

**13.2.** **General Reporting**. You must send us all weekly statistical control forms and other financial, operational and statistical information we require ("Reporting Information") in order to: (a) help you operate the Franchised Shop; (b) monitor your Gross Sales, purchases, costs and expenses; (c) enable us to develop chain-wide statistics; (d) help us refine existing Authorized GGY Products, develop new Authorized GGY Products or remove existing unsuccessful Authorized GGY Products; and (e) generally improve chain-wide understanding of the System.

**13.3.** **Specific Reporting**. Unless otherwise agreed to by us in writing, you must submit condensed reports of daily Gross Sales to us on a monthly basis in accordance with our guidelines. You must electronically link your POS System with ours in the manner we require to enable us to independently poll your POS System at any time to retrieve Reporting Information including sales, sales mix, usage and operations data. You further agree to submit to us:

(a) within 10 days after the end of each month, or at any other interval we establish, a Gross Sales report signed by you, in the form and manner we prescribe, reporting all Gross Sales for the preceding month, together with all additional financial information we request from time to time (these reports are in addition to the monthly Gross Sales reports required by §4.2);

(b) within 45 days after the end of each calendar quarter, financial statements for the preceding quarter, including a balance sheet and profit and loss statement, prepared in the form and manner we prescribe and in accordance with generally accepted accounting principles, which must be certified by you to be accurate and complete;

(c) within 45 days after the end of each calendar year, unaudited annual financial statements for the preceding calendar year, prepared in the form and manner we prescribe and in accordance with generally accepted accounting principles, which must be certified by you to be accurate and complete; and

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

We reserve the right to require that you provide all further information concerning the Franchised Shop that we reasonably request from time to time. If you fail to submit any report in the manner, or by the deadline, required by §13.3, we may impose a noncompliance fee pursuant to §8.31.

**13.4.** **Audits**. We may audit your books and records at any time. You must fully cooperate with us and any Person we hire to conduct the audit. If an audit reveals an understatement of Gross Sales, you must immediately pay us all additional fees you owe together with any late fee imposed by §4.4. You must reimburse us for the cost of any audit (including reasonable accounting and attorneys' fees and Travel Expenses incurred by us or the auditor) that: (a) is required due to your failure to provide information we request, preserve records or file reports as required by this Agreement; or (b) reveals an understatement of Gross Sales by at least 3%. We bear the cost of all other audits. Your reimbursement of our audit costs does not preclude us from terminating this Agreement.

**13.5.** **Use of Financial Statements In Disclosure Document**. You hereby irrevocably consent to our use of information contained in your financial statements, at our election, in our franchise disclosure document for the offer and sale of franchises.

13.6. **Material Contracts**. You must send us a copy of each contract you sign that is material to the operation of the Franchised Shop within seven (7) days after you sign it. Material contracts include, without limitation, Leases, service contracts with vendors, catering contracts and agreements with third-party delivery platforms.

## 14. INSURANCE.

14.1. **Required Policies**. For your protection and ours, you agree to purchase and maintain the following insurance policies:

(a) "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;

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

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

(d) workers' compensation insurance (as required by applicable Law) covering your employees;

(e) automobile liability and property damage insurance covering all loss, liability, claim or expense of any kind whatsoever resulting from the use, operation, or maintenance of any automobiles or motor vehicles, owned, leased or used by you or your officers, directors, employees, partners or agents in the operation of your Go Greek Shop, containing minimum liability protection of $1,000,000 combined single limit per occurrence and $1,000,000 in the aggregate;

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

(g) any other such insurance coverages or amounts as required by Law, your Lease or any other agreement related to the Franchised Shop.

The insurance coverage referenced in clauses (a) and (b) above must be in effect before you begin construction of the Franchised Shop. All other insurance coverage must commence as of the Effective Date. The insurance policies described in §14 reflect our minimum requirements and may not be adequate to fully protect your interests. You may wish to procure additional coverage.

14.2. **Evidence of Coverage**. You must provide us with proof of coverage: (a) prior to commencement of construction (for insurance referenced in §14.1(a) and §14.1(b) above); (b) prior to the Opening Date; (c) within 10 days after renewal of a policy; and (d) any other time on demand. You must also send us copies of your insurance policies upon request.

14.3. **Policy Requirements**. You must purchase insurance policies only from licensed insurance carriers that we designate or otherwise approve in writing. Each policy must satisfy all requirements set forth in the Manuals or in other written notices we send to you. Without limiting the generality of the foregoing, each policy must:

(a) contain minimum liability protection coverage equal to or greater than the minimum liability coverage amounts set forth in the Manuals;

(b) include "Per Location" aggregate limits meeting the criteria in the Manuals when multiple Franchised Shops are insured under one comprehensive general liability and umbrella liability policy(cies);

(c) name us (Go Greek Yogurt World-Wide Franchising, Inc.) and our 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 us and our Affiliates as additional insureds);

(d) waive all subrogation rights against us;

(e) provide us with at least 30 days' prior written notice of the termination, expiration, cancellation or modification of the policy;

(f) be primary and non-contributing with any insurance policy carried by us or our Affiliates; and

(g) include a "severability of interests" condition.

We may disapprove any policy that fails to meet these criteria, and you must immediately secure a new policy meeting our criteria. We may periodically increase the minimum liability coverage amount of any policy and/or require different or additional types of insurance due to inflation, special risks, changes in Law or standards of liability, experiences in the System, higher damage awards or other relevant changes in circumstances. If you fail to maintain a required policy, we may, at our option, obtain the policy on your behalf. If we do so, you must promptly sign any application or other form required to obtain the policy, pay us a $250 administrative fee, and reimburse us for all costs and premiums we incur to procure the insurance on your behalf.

## 15. TRANSFER OF INTEREST

**15.1. Transfer by Franchisor**. We have the unrestricted right to assign this Agreement to any Person without prior notice to you; *provided, however*, that we will remain liable for obligations we incur prior to the assignment date. We may also delegate any of our obligations under this Agreement.

**15.2. Transfer by Franchisee**.

(a) Generally. The rights and duties created by this Agreement are personal to you and the Owners. We are granting franchise rights to you in reliance upon the character, skill, attitude, business ability and financial resources of you and the Owners and Guarantors. Because this Agreement is a personal services contract, neither you nor any Owner may engage in a Transfer (other than a Permitted Transfer) without our prior written approval. Any Transfer (other than a Permitted Transfer) without our approval is void and constitutes a breach of this Agreement.

(b) No Partial Sale. If you (i) own and operate 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) are a party to a Development Agreement 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, you may not Transfer this Agreement or the Franchised Shop except in conjunction with a concurrent Transfer to the same approved transferee of: (1) all Go Greek Shops then owned and operated by you and your Affiliates in the same market area as the Franchised Shop; and (2) the Development Agreement for the development of additional Go Greek Shops in the same market area as the Franchised Shop. As a further condition to our consent to the Transfer, the transferee must execute our then-current form of Go Greek Franchise Agreement for each Franchised Shop sold to the transferee.

(c) Conditions of Transfer. We will not unreasonably withhold our approval of a proposed Transfer if all of the following conditions for Transfer are satisfied:

(i) the transferee submits a completed franchise application to us and meets our then-current qualifications for new Go Greek Franchisees, including qualifications pertaining to financial condition, credit rating, experience, moral character and reputation;

(ii) you and your Owners and Affiliates are in full compliance with all Definitive Agreements and otherwise in Good Standing as of the date you request our consent to the Transfer through the date the Transfer is completed;

(iii) we determine, in our reasonable judgment, that the terms of Transfer are not so onerous (and the purchase price is not so high) that the transferee is unlikely to be able to fulfill their financial and other commitments to us, third party suppliers and creditors following the Transfer;

(iv) your Landlord consents to the assignment of your Lease to the transferee;

(v) the transferee and its owners obtain all Permits required by applicable Law to own and operate the Franchised Shop;

(vi) the transferee agrees to discharge and guarantee your obligations under this Agreement and other agreements relating to the Franchised Shop and takes an assignment of all material contracts relating to the Franchised Shop;

(vii) the transferee signs our then-current form of Go Greek Franchise Agreement (unless we instruct you to assign this Agreement to the transferee) except that: (1) the Term shall be the remaining Term under this Agreement unless we specify otherwise; and (2) the transferee need not pay a separate Initial Franchise Fee;

(viii) except when the transferee is an existing Go Greek Franchisee, the transferee (or a supervisorial or managerial employee of the transferee who we approve and who will have general management and supervisory responsibilities for the Franchised Shop) completes our then-current pre-opening Initial Training program to our satisfaction;

(ix) the transferee agrees to remodel and renovate the Franchised Shop and upgrade all furniture, fixtures and equipment to conform to our then-current standards and specifications (these changes must be completed within 12 months after the Transfer or such shorter period of time we specify);

(x) the transferee's Owners and Guarantors sign our then-current form of Guarantee in order to jointly and severally guarantee the transferee's performance of its obligations under the Go Greek Franchise Agreement and other Definitive Agreements;

(xi) you or the transferee pay us a $15,000 transfer fee to defray expenses we incur related to the Transfer (in addition to the transfer fee, you must reimburse us for any commission we pay our broker if our broker finds the transferee);

(xii) you and your Owners sign a General Release;

(xiii) you agree to subordinate the transferee's financial obligations to you to the transferee's financial obligations owed to us pursuant to the Go Greek Franchise Agreement and other Definitive Agreements (we may require you to enter into a written subordination agreement); and

(xiv) we choose not to exercise our right of first refusal described in §15.5.

**15.3. 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 the former Franchisee Entity to sign a corporate guarantee in the format we require to secure performance of the new Franchisee Entity's financial obligations under all Definitive Agreements, and cause the new Franchisee Entity to sign a corporate guarantee in the format we require to secure performance of your Affiliates' financial obligations under all Definitive Agreements (clause (b) applies only if the Permitted Transfer results in a new Franchisee Entity). You and the Owners and transferee must sign all documents we reasonably request to effectuate and document the Permitted Transfer.

**15.4. Owner Death or Disability.** Within 180 days after an Owner's death or permanent disability, the Owner's Equity Interest in the Business or Franchisee Entity must be Transferred to another Person in compliance with §15.2 or §15.3. An Owner is deemed to have a "permanent disability" if he/she has a medical or mental problem that prevents him/her from substantially complying with his/her obligations under this Agreement for a period of at least three (3) months.

**15.5. Right of First Refusal**. If you or an Owner wish to engage in a Transfer, you or the Owner, as applicable, must obtain and send us a bona-fide offer executed by the purchaser after completion of due diligence. We have 30 days after receipt of the offer to decide whether to purchase the interest for the same price and upon the same terms contained in the offer, except we may substitute cash for any non-cash form of payment proposed in the offer. If we notify you within the 30-day period that we intend to purchase the interest, you or the Owner, as applicable, must sell the interest to us. We will have an additional 60 days to prepare for closing. You or the Owner, as applicable, must provide us with all customary representations and warranties regarding the title to and condition of the assets or Equity Interest that we purchase, or at our option, 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 the terms of the offer, subject to the requirements of §15.2, including our approval of the transferee. If the sale is not completed within 120 days after we receive the offer or there is a material change to the terms of sale, we will again have the right of first refusal specified in this Section. Our right of first refusal shall not apply to a Permitted Transfer.

**16. COVENANTS.**

**16.1. Non-Competition During Term of Agreement**. You specifically acknowledge that, pursuant to this Agreement, you will receive valuable specialized training and Confidential Information, including Confidential Information regarding the operational, sales, promotional, and marketing methods and techniques of us and the System. You and each Owner covenant that during the Term, except as we otherwise approved in writing, neither you nor any Restricted Person shall, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any Person: (a) 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 Marks and System; or (b) 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 §16.1 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 you or any other Go Greek Franchisee.

**16.2. Non-Competition After Expiration or Termination of Agreement**. Commencing upon the date of (a) a Transfer permitted under §15, (b) the Expiration Date of this Agreement, (c) the termination of this Agreement (regardless of the cause for termination), or (d) 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 §16.2, and continuing for an uninterrupted period of two (2) years thereafter (the "Restricted Period"), neither you 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 20 miles of any Go Greek Shop or the Franchised Location; *provided, however*, the restrictions stated in this §16.2 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 you or any other Go Greek Franchisee.

**16.3. Violation of Covenants**. If you or any other Restricted Person commits a breach of §16.2 during the Restricted Period then, in addition to all other remedies available to us, you (and to the extent not paid by you, the Guarantors) shall be liable to us for all Losses we and our Affiliates incur as a result of or in connection with the breach.

**16.4. Exceptions to Covenants**. The covenants set forth in §16.1 and §16.2 do not restrict you or any other Restricted Person from owning less than 5% of the Equity Interests in a Competitive Business that is a publicly traded company.

**16.5. Reducing Scope of Covenants**. You understand and acknowledge that we have the right, in our sole discretion, to reduce the scope of any covenant set forth in §16.2, or any portion thereof, without your consent, effective immediately upon your receipt of written notice thereof, and you agree that you will comply forthwith with any covenant as so modified, which shall be fully enforceable.

**16.6. Covenants from Individuals**. You must obtain from each Owner, and furnish to us, executed covenants similar in substance to those set forth in this §16 (including covenants applicable upon the termination of a Person's relationship with you). Every covenant required by this §16.6 shall be in a form acceptable to us and shall designate us as an express third-party beneficiary of the covenants with the independent right to enforce them.

**16.7.** **<u>Effect of Applicable Law</u>**. If any covenant in §16 (or portion thereof) violates applicable Law or is held invalid or unenforceable in a final judgment to which we and you are parties, then the maximum legally allowable restriction permitted by applicable Law shall control and bind you. We may at any time unilaterally reduce the scope of any part of the above covenants, and you shall comply with any reduced covenant upon receipt of written notice from us. The provisions of this §16 shall be in addition to and not in lieu of any other confidentiality obligation imposed upon you or any other Person, whether pursuant to another agreement or pursuant to applicable Law.

**16.8.** **<u>Business Practices</u>**. You must comply with, and/or assist us to the fullest extent possible in our efforts to comply with, Anti-Terrorism Laws and Anti-Corruption Laws. In connection with our compliance, you hereby confirm the accuracy of, and agree to comply with the representations, warranties and covenants set forth in, §22.1 and §22.2.

**16.9.** **<u>Survival</u>**. The provisions of this §16 shall survive the expiration or termination of this Agreement and shall not limit, restrain or otherwise affect any right or cause of action which may accrue to us for any infringement of, violation of, or interference with, this Agreement or the Marks, System, Confidential Information, Trade Secrets or any other proprietary aspects of our business.

**17. DEFAULT AND TERMINATION.**

**17.1.** **<u>Termination for Bankruptcy or Insolvency</u>**. You are deemed in Default under this Agreement, and all rights granted to you under this Agreement shall automatically terminate without notice to you, upon the occurrence of any of the following events:

(a) if you or the Principal Owner become insolvent or make a general assignment for the benefit of creditors;

(b) if a petition in bankruptcy is filed under any bankruptcy Law by you or the Principal Owner or if a petition is filed against and not opposed by you or the Principal Owner;

(c) if you or the Principal Owner is adjudicated as bankrupt or insolvent;

(d) if a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for the Franchised Shop is filed and consented to by you or the Principal Owner;

(e) if a receiver or other custodian (permanent or temporary) of your or the Principal Owner's assets or property, or any part thereof, is appointed by any court of competent jurisdiction;

(f) if proceedings for a composition with creditors under any applicable Law is instituted by or against you or the Principal Owner;

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

(h) if you or the Principal Owner admit an inability to pay your or the Principal Owner's debts as they become due;

(i) if execution is levied against the Franchised Shop or property;

(j) if suit to foreclose any lien or mortgage against the Franchised Shop, the Franchised Location or the equipment of the Franchised Shop is instituted against you or the Principal Owner and not dismissed within 30 days; or

(k) if the Franchised Shop or the Franchised Location is sold after levy thereupon by any Government Official.

**17.2.** **<u>Option to Terminate Without Opportunity to Cure</u>.** You are deemed in Default and we may, at our option, terminate this Agreement, effective immediately upon written notice to you, and without opportunity to cure except for any cure period expressly set forth below, upon the occurrence of any of the following events:

(a) if you fail to Open the Franchised Shop on or prior to the opening deadline set forth in §5.4;

(b) if you Abandon the Franchised Shop;

(c) if you (or an Owner) violate a material Law applicable to the Franchised Shop and fail to cure within 10 days after receipt of a Default Notice from us or a notice of violation from a Governmental Authority;

(d) if you (or an Owner) plead no contest to, or are convicted of, a felony or other material crime that we believe, in our sole discretion, is reasonably likely to have a material and adverse effect on the Franchised Shop, our reputation, the reputation of the System or the goodwill associated with the Marks; *provided, however* that if the Owner who pleads no contest to, or is convicted of, the crime is not the Principal Owner, then you may cure the Default by causing such Owner to Transfer his or her entire Equity Interest in the Business or Franchisee Entity in compliance with §15 no later than 30 days after the date he or she pleads no contest to, or is convicted of, the crime;

(e) if you (or an Owner) use abusive language when communicating with us, our staff or customers, or denigrate the System or portray it, us or any other Indemnitee in an unflattering light on the Internet or otherwise;

(f) if you (or an Owner) commit any other act that can reasonably be expected to materially and adversely affect our reputation, the reputation of the System or the goodwill associated with the Marks;

(g) if the operation of the Franchised Shop presents a health or safety hazard to your customers, employees or the public and you fail to cure within 24 hours after receipt of a Default Notice;

(h) if you maintain more than one (1) bank account for the Franchised Shop in violation of §4.5;

(i) if you provide delivery service pursuant §8.6 but fail to: (i) process all delivery orders through the POS System; and/or (ii) immediately deposit the sales proceeds into the Franchised Shop's designated bank account;

(j) if you fail to pay any amount owed to us, our Affiliate, your Landlord or an Approved Supplier within 10 days after demand for payment (subject to your right to dispute, in good faith, amounts owed to third-party suppliers in accordance with §9.2);

(k) if we conduct an audit or investigation that reveals you or the Principal Owner knowingly: (i) maintained false books or records; (ii) submitted false reports to us; or (iii) understated Gross Sales or withheld the reporting of Gross Sales;

(l) if you (or an Owner) make a material misrepresentation to us at any time;

(m) if you (or an Owner) use our intellectual property in an unauthorized manner;

(n) if you (or an Owner) breach any covenant in §12 relating to Trade Secrets or Confidential Information;

(o) if you (or any Restricted Person) breach any non-competition covenant in §16;

(p) if you (or an Owner) breach any representation in §22;

(q) if you (or an Owner) make an unauthorized Transfer;

(r) if you fail to purchase and maintain in inventory the types and quantities of Branded Products, Proprietary Products or Non-Proprietary Products necessary to meet reasonably anticipated consumer demand;

(s) if you purchase, or attempt to purchase, Branded Products, Proprietary Products or Non-Proprietary Products from any Person other than us, our Affiliate or an Approved Supplier and fail to completely and permanently discontinue purchasing Branded Products, Proprietary Products or Non-Proprietary Products, as applicable, from such Person within three (3) days after receipt of a Default Notice;

(t) if you purchase, or attempt to purchase, unapproved products as substitutes for Branded Products, Proprietary Products or Non-Proprietary Products and fail to completely and permanently discontinue purchasing such unapproved products within three (3) days after receipt of a Default Notice;

(u) if you sell unauthorized products or services from the Franchised Shop and fail to permanently discontinue such sales within three (3) days after receipt of a Default Notice;

(v) if we send you two (2) or more valid Default Notices during the Term relating to the sale of unauthorized products or services from the Franchised Shop (even if cured);

(w) if we send you three (3) or more valid Default Notices in any 12-month period for similar or dissimilar Defaults (even if cured);

(x) if the Lease for the Franchised Location is terminated due to your default;

(y) if we (or our Affiliate) terminate a Development Agreement signed by you (or your Affiliate) due to a default committed by you (or your Affiliate) other than a breach of the development schedule (termination of a Development Agreement solely due to a breach of the development schedule is not grounds for termination of any other agreement);

(z) if we (or our Affiliate) terminate any other Definitive Agreement due to a Default committed by you (or your Affiliate or an Owner), including, but not limited to, the Supply and Purchase Agreement; or

(aa) if you commit any other Default under this Agreement that by its nature is not capable of cure.

**17.3. Termination With Notice and Opportunity To Cure**. Except for any Default described in §17.1 or §17.2, and as expressly provided elsewhere in this Agreement, you have 30 days following receipt of a Default Notice to cure the Default and provide us with evidence of cure that we deem reasonably acceptable. If any Default is not cured within that time period, or any longer time period that applicable Law may require or that we may specify in the Default Notice, this Agreement and all rights granted in this Agreement shall automatically terminate without further notice or opportunity to cure unless we indicate otherwise in writing.

**17.4. Reimbursement of Franchisor Costs**. If you commit a Default, we may, without waiving any other rights under this Agreement, charge you a default fee ("Default Fee") equal to the sum of: (a) $250 for our administrative costs; and (b) all of our Losses arising from the Default, including all legal costs we incur in connection with the Default. If, after the expiration of any applicable cure period, we take steps to cure any Default committed by you, including, without limitation, obtaining required insurance coverage on your behalf or paying Approved Suppliers for your past-due financial obligations, then the Default Fee shall be increased to include all additional costs and expenses we directly or indirectly incur in connection with our efforts to cure your default. You must pay us the Default Fee within seven (7) days of receipt of a notice specifying your Default and the amount of the Default Fee, together with a listing of the costs and expenses we incurred that are included in the Default Fee. You acknowledge that any Default Fee we impose constitutes a reimbursement of the legal and other costs we incur and is not a penalty. Your failure to pay a Default Fee in accordance with this Section constitutes a separate Default under this Agreement. Our acceptance of a Default Fee is not a waiver of our rights or remedies and does not preclude us from terminating this Agreement in accordance with §17.

**17.5. Cross-Default**. Any Default of a Definitive Agreement committed by you or any of your Affiliates or Owners constitutes a Default of under all other Definitive Agreements; *provided, however*, that any default under a Development Agreement limited to a failure to comply with the development schedule shall not constitute a default under any other Definitive Agreement that is otherwise in Good Standing. Upon termination of this Agreement or any other Definitive Agreement, we may, at our option, terminate all other Definitive Agreements (including this Agreement); *provided, however*, that our termination of a Development Agreement solely due to a failure to comply with the development schedule shall not be grounds for us to terminate any other Definitive Agreement that is otherwise in Good Standing.

**17.6. Notice Required By Law**. Notwithstanding anything in §17 to the contrary, if any valid and applicable Law limits our rights of termination under this Agreement or requires longer notice periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions imposed by such applicable Law. We 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.

**17.7.** **Interim Management**. To protect the System, Marks, Trade Secrets and the goodwill associated with the same, after sending you a Default Notice we may (but need not) assume interim management of the Franchised Shop during the pendency of any cure period or in lieu of immediately terminating this Agreement. If we elect to assume interim management of the Franchised Shop, then: (a) our election will not relieve you of your obligations under this Agreement; (b) we have no liability for any Losses incurred by the Franchised Shop during any interim management period; (c) we may charge a reasonable fee for the management services (up to $500 per day plus reimbursement of all expenses incurred by us or our representative in connection with the management of the Franchised Shop); and (d) the Indemnitors agree to, and hereby do, indemnify and hold the Indemnitees harmless against any and all Losses any of them incur in connection with the interim management of the Franchised Shop, other than those arising solely from our gross negligence or willful misconduct.

**17.8.** **Delay by Force Majeure**. Neither Party is liable for loss or damage or deemed in breach of this Agreement if such Party's failure to perform its obligations results from an event of Force Majeure; *provided, however*, that Force Majeure will not excuse or permit any failure to perform for more than 180 days. If the period of non-performance exceeds 180 days from receipt of notice of the Force Majeure event, the Party whose ability to perform has not been affected may immediately terminate this Agreement by giving notice of termination to the other Party. You must provide us, within 10 days after the occurrence of an event that you believe is an event of Force Majeure, with notice of the specific nature and extent of the Force Majeure event and an explanation as to how the event has delayed your performance under this Agreement. The determination of whether an event of Force Majeure has occurred shall be made by us upon our assessment of the event causing the delay. You must provide us with continuing updates and all information we request regarding your progress and diligence in responding to and overcoming the event of Force Majeure.

**17.9.** **Termination by Franchisee**. You may terminate this Agreement due to a material default by us of our obligations hereunder, which default is not cured by us within 60 days after we receive a written notice from you detailing the alleged default with specificity; provided, that if the default is such that it cannot be reasonably cured within such 60-day period, we will not be deemed in default as long as we commence to cure the default within 60 days and diligently continue 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 you terminate this Agreement in accordance with §17.9, you must still comply with all of the terms and conditions of §19 (other than payment of liquidated damages).

**17.10.** **Security Deposit**. At the time you sign this Agreement, you must remit the amount of $5,000 (the "Security Deposit") to us to be dealt with in accordance with this Section. If you commit a financial default under any Definitive Agreement that is not cured within 10 days of receipt of a written Default Notice, in addition to all our other rights, we may apply the Security Deposit against the amount owing to us or our Affiliate pursuant to the Definitive Agreement. If we exercise this right to apply the Security Deposit against amounts owed, you must within seven (7) days of receipt of a written notice to that effect, remit to us or cause your Affiliate to remit to us an amount sufficient to restore the Security Deposit to its original amount in order that the Security Deposit is at all times $5,000 throughout the Initial Term and any Renewal Term. If we terminate this Agreement pursuant to §17, we may apply the Security Deposit against amounts you owe to us and our Affiliates, including, without limitation, any liquidated damages imposed pursuant to §19.9 (you remain responsible for payment of all amounts owed to us and our 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 you (without interest) after deducting any and all sums of money remaining unpaid by you or your Affiliates under this Agreement or any other Definitive Agreement. You will not earn interest on the Security Deposit and any interest shall accrue to our benefit. We need not hold the Security Deposit in a separate account.

**18. REPURCHASE OPTION**.

**18.1. Generally**. We have the option, but not the obligation, to purchase your Shop at any time during the Term (the "Repurchase Option"). The purchase price shall be determined as the greater of: (a) four (4) times Normalized EBITDA; or (b) two (2) times your Initial Investment (calculated in the same manner as the Item 7 initial investment estimate, but excluding costs associated with deposits, additional funds and inventory). If we exercise our Repurchase Option we may require that: (a) you assign your lease to us at no additional charge (if you lease the premises); or (b) you or your Affiliate enter into a lease with us upon standard and commercially reasonable leasing terms, including rent at fair rental value, for a term of 10 years or such shorter term that we specify (if you or your Affiliate own the real estate). We may, at our option, assign our Repurchase Option to a designee of our choosing.

**18.2. EBITDA**. For purposes of the Repurchase Option, "Normalized EBITDA" means the Shop's consolidated net income for the 12-month period ending on the last day of the month immediately preceding the month in which we send you a Preliminary Notice in accordance with §18.3, before (a) interest expense, (b) income taxes, (c) depreciation and (d) amortization, and adjusted to exclude (i) any non-recurring, extraordinary, or non-operational income or expenses, (ii) any gains or losses from the sale of assets outside the ordinary course of business, (iii) any non-cash charges (including stock-based compensation and impairment charges) and (iv) such other mutually agreed customary adjustments to reflect the ongoing, normalized earnings of the Shop. If the parties do not agree upon the calculation of Normalized EBITDA, then we shall appoint a certified public accountant (the "CPA") to calculate Normalized EBITDA. You agree to fully cooperate with the CPA and provide the CPA with all reasonably requested financial statements, documents and information. The CPA's calculation of Normalized EBITDA will be final and binding on the parties.

**18.3. Procedure**. Before exercising the Repurchase Option we will send you a notice expressing our intent to conduct due diligence on your Shop in order to evaluate whether to exercise the Repurchase Option (a "Preliminary Notice"). During the 60-day period following the date of the Preliminary Notice (the "Due Diligence Period"), we may conduct any due diligence we deem reasonably necessary or appropriate. During the Due Diligence Period, you agree to use best efforts to: (a) promptly provide us with all financial statements, documents and other information we reasonably request; and (b) obtain any landlord consent that may be necessary under the lease. No later than 10 days after the expiration of the Due Diligence Period, we will send you a second ($2^{nd}$) notice confirming our final decision to exercise, or not exercise, the Repurchase Option (a "Final Notice").

**18.4. Closing**. If we send you a Final Notice confirming our decision to exercise the Repurchase Option, the parties shall memorialize the acquisition by executing the form of Asset Purchase Agreement we reasonably prescribe, which shall include customary representations and warranties regarding title to and the condition of the Shop's assets that we acquire. At closing you must transfer good and clean title to the Shop's assets, subject to any exceptions set forth in the Asset Purchase Agreement, and we must pay you the purchase price. We may deduct from the purchase price: (a) any amounts you owe us or our Affiliates under any Definitive Agreements; (b) the amount of any liabilities we assume on your behalf; and (c) a holdback equal to 10% of the Purchase Price that is held in escrow for 30 days after closing and that may be applied towards unforeseen contingencies (e.g., damaged equipment). The parties will sign the Asset Purchase Agreement and close the transaction within 60 days after the date we send the Final Notice to you.

**19. OBLIGATIONS FOLLOWING TERMINATION OR EXPIRATION.**

**19.1. General**. To protect the System, Marks, Trade Secrets and the goodwill associated with the same, upon the expiration or termination of this Agreement, you must, at your sole expense: (a) immediately cease to use all Trade Secrets, Confidential Information, Marks and any confusingly similar trademark, service mark, trade name, logotype, or other commercial symbol or insignia; (b) immediately return to us all copies of the Manuals and any other written materials incorporating Trade Secrets; and (c) make cosmetic changes to the Franchised Shop and the Franchised Location so they no longer contain or resemble our proprietary designs and 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 we may reasonably direct.

**19.2.** **Prior Payments**. We may retain all fees paid to us pursuant to this Agreement, and you must immediately pay any amounts still owed to us or our Affiliate. If this Agreement terminates due to a Default by you, the amounts to be paid by you shall include liquidated damages imposed under §19.9 together with all other damages, costs and expenses, including reasonable attorneys' fees, that we incur due to your Default, which obligation shall remain, until paid in full, a lien in our favor against assets of the Franchised Shop. You hereby appoint us as your attorney in fact, with full power and authority to execute on your behalf all documents necessary to obtain and perfect this lien.

**19.3.** **Termination of Obligations and Rights**. Any and all of our obligations to you under this Agreement will immediately cease and terminate. Likewise, any and all of your rights under this Agreement will immediately cease and terminate and you shall immediately cease and thereafter refrain from representing yourself as a current or former Go Greek Franchisee or as otherwise affiliated with us.

**19.4.** **Electronic Communications and Media**. The goodwill associated with the Electronic Communications and Media used in connection with the operation of the Franchise Shop is an asset that belongs to us. We have the option, exercisable by written notice within 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 we exercise this option, 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 notify the telephone company, domain name registrars and all listing agencies of the cancellation, termination or expiration of your right to use the Electronic Communications and Media associated with the Franchised Shop, and authorize their transfer to us. You hereby appoint us as your 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. By executing this Agreement you authorize us and hereby appoint us and all of our officers as your attorney-in-fact to direct the telephone, company, domain name registrars and all listing agencies to transfer the same to us, should you fail or refuse to do so. The telephone, company, domain name registrars, and all listing agencies may accept this Agreement as conclusive evidence of our exclusive right to the Electronic Communications and Media and our authority to direct their transfer. You must sign all instruments we request to confirm the assignments and transfers to us. You are not entitled to any compensation from us if we exercise this option.

**19.5.** **Purchase Franchised Shop Assets**. Upon the expiration of this Agreement or the termination of this Agreement due to your Default, we will have the option, to be exercised by written notice to you within 30 days after the Expiration Date or termination date, to purchase all assets of the Franchised Shop (or related to the Franchised Shop) that we designate (collectively, the "Franchised Shop Assets"), regardless of whether the Franchised Shop is under construction or is Open and operating. 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 §19.5. "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"). The Parties shall use their best efforts to mutually agree upon the Fair Market Value. If they are unable to so agree within 30 days after the Exercise Date, each Party shall appoint, within 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 60 days after the appointment of the third appraiser, determine the Purchase Price in writing and submit their report to the Parties. 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. Each Party shall pay for the services of the appraiser they select, plus 50% of the fee charged by the third appraiser, and 50% of all other costs relating to the determination of the Purchase Price. The Purchase Price as so determined shall be payable as the Parties mutually agree. If they are unable to so agree within 10 days after final determination of the Purchase Price, 50% of the Purchase Price shall be payable in cash and the remaining 50% of the

Purchase Price shall be paid in 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 3% 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 us and the assignment by you, of the Lease for the Franchised Shop.

**19.6. Survival of Obligations**. Termination or expiration of this Agreement shall be without prejudice to any other rights or remedies that either Party may 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 your 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 the Parties to attempt to resolve all Disputes by mediation, shall survive the termination or expiration of this Agreement.

**19.7. No Ownership of Marks**. You acknowledge and agree that the rights to the Marks and the use of the Marks shall be and remain our property. You acknowledge and agree that any use of the Marks after the termination or expiration of this Agreement shall constitute an unauthorized use of an identical mark and shall entitle us to damages due to, but not limited to, trademark infringement and counterfeiting.

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

**19.9. Damages**. You must pay us, within 30 days after we terminate this Agreement due to your Default, an amount equal to the product of (i) the Franchised Shop's average monthly Royalty Fees during the 12-month period immediately preceding the termination effective date multiplied by (ii) 24 (i.e., 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, the Parties acknowledge and agree that it would be impossible and impracticable to determine the precise amount of damages we will incur upon the termination of this Agreement due to the complications inherent in determining the amount of our lost revenue 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 you would have paid us based upon such Gross Sales, and the like. The Parties further acknowledge and agree that this calculation of our 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: (a) any fees and payments incurred by you prior to the termination of this Agreement, all of which must be paid by you in accordance with the terms of this Agreement; or (b) any damages suffered by us or our Affiliate as a result of your breach of this Agreement; *provided, however*, that we may not pursue a Claim against you for recovery of lost future profits if you pay us 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, our legitimate interests, including: (a) encouraging Go Greek Franchisees to commit to the 10-year franchise relationship, in which both Parties have already invested time and expense in developing; (b) the time and expense we will incur to ensure your timely and orderly departure from the System and recruit a new Go Greek Franchisee to acquire franchise rights to the Protected Area; (c) protecting the reputation and goodwill associated with the Marks; and (d) partially compensating us for the financial damages we will incur as a result of (i) your Default and the resulting termination of this Agreement or (ii) your unlawful termination of this Agreement, as applicable. If we are unable to make this calculation because of your failure to report Gross Sales of the Franchised Shop as required by this Agreement, we may estimate the Gross Sales of the Franchised Shop for the applicable period based upon the historical financial information available to us at such time.

## 20. INDEPENDENT CONTRACTOR AND INDEMNIFICATION.

**20.1. <u>No Fiduciary Relationship</u>**. This Agreement does not create a fiduciary relationship between the Parties. You are 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.

**20.2. <u>Public Notice of Independent Status</u>**. You must conspicuously identify yourself in all dealings with customers, contractors, suppliers, public officials, and others, as an independent franchisee of ours, and shall place the notice of independent ownership on all forms. We have the right to specify the language used in the notice of independent ownership.

**20.3. <u>Independent Contractor</u>**. You acknowledge and agree that you are not authorized to make any contract, agreement, warranty, or representation on our behalf, or to incur any debt or other obligations in our name. We shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any act or omission of yours in connection with the operation the Franchised Shop or for any Claim or judgment arising therefrom against either Party.

**20.4. <u>Indemnity</u>**. The Indemnitors must indemnify the Indemnitees and hold them harmless for, from and against any and all Losses they incur as a result of or in connection with any of the following:

(a) the development, Opening, marketing, use or operation of the Franchised Shop;

(b) the breach of a Definitive Agreement committed by you or any of your Owners or Affiliates;

(c) the breach of an agreement with an Approved Supplier committed by you or any of your Owners or Affiliates;

(d) any acts, errors or omissions of you or your Affiliate, or any Owner, officer, director, partner, agent, representative, independent contractor or employee of yours or your Affiliate, in connection with performance of any activities pertaining to the Business or your Franchised Shop;

(e) libel, slander, defamation or disparaging comments made by you or any of your Owners or Affiliates about an Indemnitee, the System or any Go Greek Shop;

(f) any Claim relating to Taxes or penalties a Governmental Authority assesses against us or our Affiliate as a direct result of your failure to pay or perform functions required of you under any Definitive Agreement; or

(g) any labor, employment or similar type of Claim pertaining to you or an Owner, or an employee of you or your Affiliate, including Claims alleging we are a joint employer of you, the Owner or the employee.

The Indemnitors must immediately notify us of any Claim or proceeding described above. The Indemnitees have the right, in their sole discretion, to: (a) retain counsel of their choosing to represent them with respect to the Claim; and (b) control the response to any Third-Party Claim and the defense thereof, including the right to settle the Third-Party Claim. A "<u>Third-Party Claim</u>" means an indemnifiable Claim that relates to a Claim brought by a third party against an Indemnitee. The Indemnitors may participate in the defense of a Third-Party Claim at their own expense. The Indemnitors must fully cooperate and assist the Indemnitees with the defense of a Third-Party Claim. The Indemnitors must reimburse the Indemnitees for all Losses they incur defending the Claim including, without limitation, mediation or court expenses, expert fees and Travel Expenses incurred by attorneys or expert witnesses to attend mediation or legal or administrative proceedings or hearings relating to the matter. The Indemnitors' indemnification obligations shall continue in full force and effect after, and notwithstanding, the Transfer, termination or expiration of this Agreement. Under no circumstances must Indemnitees seek recovery from third parties or otherwise attempt to mitigate their losses in order to maintain a Claim for indemnification against the Indemnitors. The Indemnitors hereby acknowledge and agree that an Indemnitee's failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable from the Indemnitors. The Indemnitors' indemnification obligations shall not apply to any Losses arising as a direct result of the gross negligence of the Indemnities (except to the extent that joint liability is involved, in which event the indemnification provided for in this §20.4 shall extend to any finding of comparative negligence or contributory negligence attributable to the Indemnitors or any Person other than an Indemnitee).

**21. DISPUTE RESOLUTION.**

**21.1.** **Negotiation and Mediation**. Except as otherwise provided below with respect to Excluded Claims, the Parties shall attempt in good faith to resolve any Dispute through informal discussions and negotiations. If these efforts are unsuccessful, either Party may submit a written notice to the other Party demanding the Dispute be submitted to nonbinding mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association (AAA), unless the Parties agree on alternative rules and a mediator within 15 days after a Party submits a demand for mediation. Mediation shall take place in Los Angeles County, California. If the Parties cannot agree on a mediator within 15 days after submission to mediation, AAA will appoint the mediator. The mediator must have substantial franchise law experience. Each Party shall execute a confidentiality agreement relating to the mediation. All negotiations and mediation proceedings (including all discovery conducted therein and statements and settlement offers made by either Party or the mediator in connection with the mediation): (a) shall be strictly confidential; (b) shall constitute "settlement negotiations" for purposes of rules of evidence; and (c) shall not be admissible or otherwise used for any purpose in any court proceeding (except evidence that would otherwise be discoverable or admissible shall not be excluded from discovery or made inadmissible simply because of its use in mediation). The mediator may not be called as a witness for any purpose in any court proceeding. The costs of mediation, including compensation of the mediator, shall be equally shared by the Parties; *provided, however*, that any Party that fails to reasonably cooperate in scheduling and completing mediation within 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. The mediation shall be completed no later than 45 days after a Party submits a demand for mediation unless otherwise agreed to in writing by both Parties. If the Dispute remains unresolved 90 days after a Party submits a demand for mediation, either Party may submit the Dispute to litigation in accordance with §21.2. Any Dispute that involves Claims for which a Party is seeking an Injunction or Injunctive Relief or Claims alleging (a) a breach of your obligation to pay Royalty Fees or other amounts owed, (b) an unauthorized use of our (or our Affiliate's) intellectual property rights, (c) a breach of the noncompetition covenants set forth in §16 and/or (d) a breach of the confidentiality covenants set forth in §12 (referred to as "Excluded Claims") is not subject to mandatory negotiation or mediation unless both Parties agree otherwise.

**21.2.** **Litigation**. If a Dispute either (a) is not successfully resolved by mediation within 45 days after a Party makes a demand for mediation or (b) involves an Excluded Claim, then either Party may file a lawsuit in the Superior Court of California, County of Los Angeles, or the United States District Court of the Central District of California. The Parties irrevocably waive any objection to such venue and consent to the jurisdiction of such courts. The Parties shall not file a lawsuit in any other court that involves a Dispute between the Parties. The Parties hereby express their clear and unequivocal intent that a court, rather than a mediator, has exclusive jurisdiction to decide the threshold issue of whether a Dispute involves an Excluded Claim.

**21.3.** **Limitations Period**. Any potential Claim a Party may have against the other Party shall be time barred unless the Party asserts such Claim in a mediation or litigation proceeding that is filed no later than two (2) years after the date the Party asserting the Claim first knew, or should have known, of the facts giving rise to the Claim; *provided, however*, that the foregoing limitations period shall not apply to any Excluded Claim.

**21.4.** **Specific Performance**. Each Party acknowledges that the other Party would be irreparably damaged if the provisions of this Agreement were not capable of being specifically enforced, and for this reason, the Parties agree that the provisions of this Agreement shall be specifically enforceable via Injunctive Relief. The Parties 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 Injunctive Relief provided for in this Agreement shall not in any way limit or deny any other remedy at law or in equity that either Party might otherwise have.

**21.5. 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 for Injunctive Relief to enforce the provisions of this Agreement or for a declaratory judgment.

**21.6. 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 is 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.

## 22. LEGAL COMPLIANCE REPRESENTATIONS.

**22.1. Anti-Terrorism Compliance**. You and your Owners jointly and severally represent and warrant to us that, to the best of your knowledge: (a) no property or interest owned by you or any Owner is subject to being "blocked" under any Anti-Terrorism Law; (b) neither you nor any Owner, nor any of their respective funding sources (including any legal or beneficial owner of an Equity Interest in the Business or Franchisee Entity) or related parties is, or has ever been: (i) a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Law; or (ii) identified by name, alias, pseudonym, nickname or address on any Terrorist List, including the list of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at www.home.treasury.gov); and (c) you and the Owners are in compliance, and will continue to comply, with the Anti-Terrorism Law and all other U.S. Laws currently in effect, or enacted in the future, that prohibit corrupt business practices, money laundering or the aid or support of Persons who conspire to commit acts of terror against any Person or government. The foregoing representations and warranties are 'continuing' representations and warranties for the duration of the franchise relationship. Accordingly, you must immediately notify us of the occurrence of any event or development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

**22.2. Anti-Corruption Compliance**. You and your Owners agree to conduct all activities in connection with this Agreement, including the development, ownership and operation of the Go Greek Shops contemplated by this Agreement (collectively, the "Authorized Activities") in compliance with: (a) the U.S. Foreign Corrupt Practices Act (which can be found at www.usdoj.gov /criminal/ fraud/fcpa); (b) all other Anti-Corruption Laws applicable in the U.S.; (c) any applicable international conventions that outlaw bribery and corrupt practices (including, for example, the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions); and (d) any anti-corruption policies we establish. You must ensure your Owners, employees, consultants, contractors, subcontractors and other Persons under your supervision comply with the foregoing requirements. You and your Owners jointly and severally represent and warrant to us that you and your Owners have not, and shall not, in connection with the performance of any Authorized Activities, make, offer, give, or promise to make, offer, or give, directly or indirectly, any payment (in currency, property, or other thing of value): (a) to a Government Official or to an intermediary for payment to a Government Official; or (b) to any political party if that payment or transfer would violate any applicable Law. It is the intent of the Parties that no payments or transfers of value be made that have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business. This does not, however, prohibit normal and customary business entertainment or the giving of business mementos of nominal value in connection with the performance of the Authorized Activities, provided the entertainment or giving of the memento is otherwise legal under local Law and does not violate or exceed our or the recipient's rules, policies or other ethical standards. The foregoing representations and warranties are 'continuing' representations and warranties for the duration of the franchise relationship. Accordingly, you must immediately notify us of the occurrence of any event or development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading. At any time during the Term, upon our request, you agree to provide us with an executed certification in a form we reasonably prescribe confirming continued compliance with these representations and warranties. If we believe, in good faith, that you or any of your Owners have acted in any way that may subject us to liability under any Anti-Corruption Law or have otherwise failed to comply with the terms of this Section, we may terminate this Agreement immediately upon notice to you.

**23. 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 (a) at the time of service, if personally served; (b) three (3) business days after delivery by the Party giving the notice, statement or demand if by air courier with a guaranteed tracking facility; (c) three (3) business days after placement in the United States mail by Certified Mail, Return Receipt Requested, with postage prepaid; and (d) on the day of electronic transmission to the email address given below. Notices and demands shall be given to the respective Parties at the following addresses, unless and until a different address is designated by written notice to the other Party:

| | |
|---|---|
| **Notices to Franchisor**: | GO GREEK YOGURT WORLD-WIDE FRANCHISING, INC.<br>450 North Bedford Drive, Suite 312<br>Beverly Hills, California 90210<br>Attention: President<br>Email: david.shneer@gogreekyogurtfranchising.com |
| **Notices to Franchisee**: | As set forth on Attachment A |

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.

**24. MISCELLANEOUS.**

**24.1. Governing Law.** This Agreement and the franchise relationship are governed by the Laws of the State of California of the United States of America 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. 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 jurisdiction in which the Franchised Shop is located, then such provision shall be interpreted and construed under the laws of that jurisdiction.

**24.2. 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.

**24.3. Successors and Assigns**. This Agreement is binding upon the Parties and their respective executors, administrators, heirs, assigns and successors in interest, subject to the prohibitions and restrictions against Transfers by you or your Owners as set forth in this Agreement. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any Person not a Party to this Agreement.

**24.4. Waiver and Delay**. Each Party may waive any obligation imposed on the other Party in writing. Neither Party shall be deemed to have waived or impaired any of its contractual rights under this Agreement, including the right to require strict compliance with all terms of this Agreement or terminate this Agreement due to the other Party's failure to comply with such terms, by virtue of: (a) any custom or practice of the Parties at variance with the terms of this Agreement; (b) any failure, refusal or neglect by a Party to exercise any right under this Agreement or require the other Party to strictly comply with its obligations under this Agreement; (c) our waiver, failure or refusal to exercise any of our rights with respect to other Go Greek Franchisees; or (d) our acceptance of payment from you after your Default.

**24.5.** **Severability**. Each section of this Agreement (and portion thereof) is severable. If applicable Law imposes mandatory terms that conflict with this Agreement, the terms required by such Law shall govern to the extent of the inconsistency. If a court concludes any promise or covenant in this Agreement is unreasonable or unenforceable, we or the court may modify such promise or covenant to the minimum extent necessary to make it enforceable.

**24.6.** **Joint and Several Liability**. If the franchisee under this Agreement (i.e., you) consists of more than one Person, the obligations and liabilities of each Person to us are joint and several.

**24.7.** **Entire Agreement**. This Agreement and the Attachments 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 ours has any authority to make any representation or promise not included in this Agreement and you agree that you have 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 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.

**24.8.** **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 at the beginning of this Agreement are true and correct and are hereby incorporated by reference into the body of this Agreement.

**24.9.** **Gender and Construction**. The terms of all Attachments 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 either Party 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 System, Marks, Trade Secrets and the goodwill associated with the same, on any occasion where we are required or permitted to make any judgment, determination or use our discretion, including any decision as to whether any condition or circumstance meets ours standards or satisfaction, we may do so in our 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. Each Party intends 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.

**24.10.** **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.

**24.11. Electronic Execution & Copies**. This Agreement and its Attachments may be signed electronically by the Parties and Electronic Signatures appearing on this Agreement and the Attachments are deemed the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Agreement and the Attachments. An executed copy of this Agreement (or any portion hereof) 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. You acknowledge and agree that we 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.

**24.12. Atypical Terms**. You and the Owners jointly and severally represent and warrant to us that you and the Owners are aware that: (a) other franchisees may operate under different forms of agreement and our obligations and rights with respect to franchisees differs materially in certain circumstances; and (b) we may negotiate terms or offer concessions to other franchisees and we have no obligation to offer you the same or similar negotiated terms or concessions.

**24.13. 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. You have read this Agreement and understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain our standards of service and quality and the uniformity of those standards at all Go Greek Shops in order to protect and preserve the System and goodwill of the Marks.

**24.14. Development Agreement**. This §24.14 is only applicable if you or your Affiliate have entered into a Development Agreement with us. The Parties 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. The Parties further acknowledge and agree that this §24.14 has been added at the request and for the convenience and benefit of both Parties and with advice of counsel. Accordingly, both Parties 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 §21.

* * *

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, Inc., a Delaware corporation

By:___________________________________

Name:_________________________________

Title:__________________________________

**FRANCHISEE**

[______________________________________________],
a(n) [___________________________________________]

By:___________________________________

Name:_________________________________

Title:__________________________________

# ATTACHMENT "A"
# TO FRANCHISE AGREEMENT

## ENTITY INFORMATION DISCLOSURE

You represent and warrant that the following information is accurate and complete in all material respects:

Name of Franchisee: [_________________________________________________]

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

* *If the franchisee is a business Entity, then the Principal Owner, the Principal Owner's spouse, each Person holding a 25% or greater Equity Interest in the Franchisee Entity, and the spouse of each 25% or greater owner who is a natural Person, must sign the Guarantee concurrently with the execution of this Agreement.*

Type of Entity and State of Formation* (if applicable):____________________________________________

Franchisee's Tax Identification Number:_______________________________________________________

Notice Address: _______________________________________________
_______________________________________________
_______________________________________________
Attention:________________________________________
Email:___________________________________________

The following table includes the name and address of each Person holding a direct or indirect Equity Interest in the Business or Franchisee Entity, as applicable, along with a description of their Equity Interest.

| Owner's Name | Owner's Address | Percentage Equity Interest | Direct or Indirect (if indirect, describe nature of interest) |
|---|---|---|---|
| | | | |
| | | | |

The additional Persons designated as Guarantors (if any) include:

| Guarantor's Name | Guarantor's Address |
|---|---|
| | |
| | |

* *Each Guarantor must sign the Guarantee concurrently with the execution of this Agreement.*

The Principal Owner is: _____________________________________________________.

The Shop Manager is:_______________________________________________________.

By signing the Franchise Agreement, you represent and warrant to us, as an inducement to our execution thereof, that the information set forth in this Attachment is true, accurate and complete in all material respects on the Effective Date and that you will provide us with all additional information we request with respect to the Owners and the ownership of Franchisee. In addition, you agree to notify us within 10 days of any change to any information in this Attachment and provide us with a revised Attachment A certified by you to be true, correct and complete in all material respects.

**ATTACHMENT "B"**
**TO FRANCHISE AGREEMENT**

**THE FRANCHISED LOCATION**

**A. Type of Franchised Shop** (CHECK ONE):

_________ Full Go Greek Shop

_________ Frozen Yogurt Go Greek Shop

**B. Site Selection Area**

The Site Selection Area* referenced in the Franchise Agreement consists of the following geographic area: [________________________________________________________________________________________]

* *The Site Selection Area is not your Protected Area and there are no protections associated with this area.*

**C. Approved Site**

The following site has been selected and approved as the "Franchised Location" for the Franchised Shop in accordance with the Franchise Agreement.

________________________________________
________________________________________

The Parties have executed this Attachment B on [___________________], 202[___].

**FRANCHISOR:**

Go Greek Yogurt World-Wide Franchising, Inc., a Delaware corporation

By:___________________________________
Name:_________________________________
Title:_________________________________

**FRANCHISEE**

[______________________________________________],
a(n) [____________________________________________]

By:___________________________________
Name:_________________________________
Title:_________________________________

**ATTACHMENT "C"**
**TO FRANCHISE AGREEMENT**

**<u>GUARANTEE</u>**

[See Attached]

## GUARANTEE OF FRANCHISE AGREEMENT

The undersigned (collectively, "Guarantors") have requested Go Greek Yogurt World-Wide Franchising, Inc., a Delaware corporation ("Franchisor") to enter into a Franchise Agreement dated [____________], 202[__] (the "Franchise Agreement") with [_____________________________________________], a(n) [__________________________] ("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. As used in this Guarantee, the term "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 §23 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 §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: ______________________

**ATTACHMENT "D"**
**TO FRANCHISE AGREEMENT**

**ACH AUTHORIZATION FORM**

[See Attached]

**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, Inc. ("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.**

# ATTACHMENT "E"
# TO FRANCHISE AGREEMENT

## <u>LEASE ADDENDUM</u>

[See Attached]

# LEASE ADDENDUM

This Lease Addendum (this "Agreement") is entered into as of [____________________], 202[__] by and between Go Greek Yogurt World-Wide Franchising, Inc., a Delaware corporation ("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 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. Landlord also agrees to grant Franchisor the option to assume the Lease upon the same terms and conditions applicable to Tenant if Franchisor exercises its option to repurchase the Go Greek Yogurt Shop from franchisee during the term of the Franchise Agreement.

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, Inc.
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, Inc., a Delaware corporation

By:_____________________________________

Name:___________________________________

Title:____________________________________

**LANDLORD:**

___________________________, (a)n _________

__________________________________________

By:_____________________________________

Name:___________________________________

Title:____________________________________

**TENANT:**

___________________________, (a)n _________

__________________________________________

By:_____________________________________

Name:___________________________________

Title:____________________________________

# EXHIBIT A TO LEASE ADDENDUM

**<u>Description of Premises</u>**

# ATTACHMENT "F"
# TO FRANCHISE AGREEMENT

## SUPPLY AND PURCHASE AGREEMENT

[See Attached]

# SUPPLY AND PURCHASE AGREEMENT

This Supply and Purchase Agreement (the "Agreement") is made and entered into as of [_______________], 202[___] (the "Effective Date") between Go Greek Yogurt Mediterra, LLC, a California limited liability company, f/k/a Medlicious Foods, LLC ("Supplier") and [__________________________________________], a(n) [__________________________________] ("Buyer"). Supplier and Buyer may be referred to herein individually as a "Party" and collectively as the "Parties".

## RECITALS

A. Go Greek Yogurt World-Wide Franchising, Inc., a Delaware corporation ("Franchisor"), offers franchises for retail stores ("Go Greek Shops") that operate under the name "GO GREEK YOGURT" and sell authentic Greek yogurt and other food, beverage, merchandise and retail items that Franchisor authorizes for sale from time to time (collectively "Authorized GGY Products").

B. On [_______________], 202[___], Franchisor and Buyer executed a Franchise Agreement (the "Franchise Agreement"), pursuant to which Franchisor granted Buyer the right and obligation to develop, open and operate a Go Greek Shop (the "Franchised Shop") from a site approved by Franchisor.

C. The Franchise Agreement requires that Buyer purchase and utilize certain inventory items and operating supplies that may only be purchased from suppliers designated or approved by Franchisor, including the Approved Products (as defined below).

D. Supplier is currently the only supplier authorized by Franchisor to sell Approved Products to franchisees within Franchisee's local market.

E. Buyer desires to purchase Approved Products from Supplier, and Supplier is willing to sell Approved Products to Buyer, upon the terms and conditions set forth in this Agreement.

## AGREEMENT

**1. DEFINITIONS.** Capitalized terms not defined above have the meanings given to them below, or if not defined below, the meanings given to them in the Franchise Agreement:

"*Approved Products*" means the inventory items and operating supplies reflected on Attachment A. Supplier can modify the list of Approved Products from time to time in accordance with §5.

"*Buyer Parties*" collectively refers to Buyer and each of its Owners.

"*Dispute*" means any Claim or dispute between the Parties that involves or relates to a Definitive Agreement, the offer or sale of area development rights or the relationship between the Parties.

"*General Release*" means Supplier's then-current form of Waiver and Release of Claims that the Buyer Parties must sign pursuant to §4 as a condition to renewal of the Term of this Agreement. 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.

"*Indemnitees*" has the same meaning given to the term in the Franchise Agreement. It is understood and agreed that Supplier is an Indemnitee.

"*Minimum Purchase Price*" means the minimum amount for a Purchase Order, as described in §6.1.

"*Price List*" means the list that Supplier issues to Buyer from time to time specifying the Purchase Price for Approved Products. The initial Price List is attached hereto as Attachment B. Supplier can modify the Price List from time to time in accordance with §6.7, including by adding and deleting Approved Products and changing the Purchase Price for Approved Products.

"*Purchase Order*" means the form of Purchase Order that Supplier reasonably prescribes from time to time for the order of Approved Products.

"*Purchase Price*" means the purchase price for a given Approved Product as set forth in the most recently effective Price List. The Purchase Price shall be determined as Supplier's total direct and indirect costs to produce or acquire and ship the Approved Product to Buyer (FOB vendor's designated port) plus 10% of such costs (i.e., cost + 10% basis).

"*Shipping Costs*" means and includes any and all fees, Taxes, charges, costs and other expenses incurred by Supplier in connection with a shipment of Approved Products to the Franchised Shop, including freight, shipping, transportation, documentation charges, handling, storage and insurance, and including all duties, tariffs, levies, import/export fees, custom charges, Permit fees, duties and other Taxes, fees or other charges.

"*Taxes*" means and includes any and all taxes imposed on either Party in connection with the purchase, sale, shipment, transport, import, export or use of Approved Products or payments made by Buyer to Supplier under this Agreement, including sales tax, use tax, excise tax, value added tax, franchise tax, consumer tax, import/export tax or withholdings tax, but excluding income taxes imposed on a Party based on such Party's net income.

"*Term*" is defined in §4.

2. **SCOPE**. This Agreement governs each sale of Approved Products from Supplier to Buyer during the Term. This Agreement shall apply only to the purchase of Approved Products by Buyer in connection with the Franchised Shop that Buyer operates pursuant to the Franchise Agreement.

3. **EXCLUSIVE SUPPLIER**. Buyer acknowledges this relationship is exclusive. Accordingly, Buyer may not purchase Approved Products (or any products identical or substantially similar to or competitive with Approved Products) from any Person other than Supplier during the Term unless otherwise specified or approved by Franchisor in writing. This Agreement shall in no way restrict Supplier from selling Approved Product to any Person or within any geographic area. Accordingly, Buyer is not granted any territorial rights or protections with respect to the purchase and supply of Approved Products from Supplier.

4. **TERM**. The term of this Agreement (the "Term") commences on the Effective Date and shall run concurrently with the term of the Franchise Agreement unless earlier terminated in accordance with the terms hereof. If the Franchise Agreement is renewed, Supplier reserves the right to require that Buyer sign, as a condition to renewal of this Agreement, Supplier's then-current form of: (a) Supply and Purchase Agreement; and/or (b) General Release.

5. **PURCHASE AND SUPPLY**. During the Term, Supplier agrees to sell Approved Products to Buyer in accordance with Purchase Orders submitted by Buyer, and accepted by Supplier, pursuant to §6. The terms of this Agreement shall be deemed incorporated into all such Purchase Orders; *provided, however*, that in the event of an inconsistency between the terms of this Agreement and the terms of an accepted Purchase Order, the terms of the Purchase Order shall control to the extent of the inconsistency. Supplier may amend the list of Approved Products from time to time upon 15 days' prior written notice to Buyer.

6. **ORDER, ACCEPTANCE AND TERM OF SALE**.

   **6.1. Submission of Purchase Orders**. In connection with each order of Approved Products, Buyer shall issue to Supplier a completed Purchase Order, in the form reasonably prescribed by Supplier from time to time. The Purchase Order must identify the types and quantity of Approved Products to be purchased together with all additional information required by Supplier. Each Purchase Order shall be for a minimum aggregate Purchase Price of $40,000, subject to current shipping costs and other market conditions (the "Minimum Purchase Price"). All Purchase Orders shall be submitted to Supplier: (a) by email (to the email address designated by Supplier from time to time - currently Jonathan@medliciousfoods.com); and (b) through Supplier's designated website submission form or any other order entry platform designated by Supplier in the future.

   **6.2. Initial Purchase Order**. Franchisor shall designate the Approved Products, and quantities thereof, to be ordered by Buyer pursuant to the initial Purchase Order. Buyer acknowledges the total Purchase Price for the initial Purchase Order is estimated to range from $50,000 to $100,000, subject to current shipping costs and other market conditions. The initial Purchase Order must be submitted by Buyer after execution of the lease for the premises of the Franchised Shop. Supplier shall deliver the initial order of Approved

Products to the Franchised Shop approximately 90 to 120 days after acceptance of the Purchase Order (or such other delivery date mutually agreed upon by the Parties), subject to any delays caused by an event of Force Majeure.

**6.3.** **<u>Acceptance, Rejection or Modification of Purchase Orders</u>**. Within seven (7) business days after receipt of a Purchase Order, Supplier shall notify Buyer in writing whether it accepts, rejects or proposes a modification to such Purchase Order. Any notice of rejection or modification shall specify the reason(s) for the rejection or modification. Supplier may reject or propose a modification to a Purchase Order if the Purchase Order: (a) includes any products other than Approved Products; (b) includes any terms inconsistent with, or not contemplated by, the terms of this Agreement; (c) contemplates delivery of Approved Products in quantities that are materially greater than the quantities reflected in the applicable forecasting report Buyer submitted to Supplier in accordance with §9.1; or (d) is for an aggregate Purchase Price that is less than the Minimum Purchase Price. With respect to any rejection or modification pursuant to clause (c) in the preceding sentence, Supplier shall deliver to Buyer the maximum quantity of Approved Products that Supplier is reasonably capable of delivering in accordance with the remaining terms of the Purchase Order (to the extent such remaining terms are not rejected or modified for other reasons) and shall notify Buyer of the proposed terms for delivery of the remainder of the Approved Products reflected in the Purchase Order. Supplier may also reject or propose a modification to a Purchase Order if Supplier is unable to fulfill all or any of the terms of the Purchase Order as a result of an event of Force Majeure. If Supplier sends Buyer a written notice of proposed modification to a Purchase Order, Buyer shall have a period of seven (7) business after receipt of same to notify Supplier in writing of Buyer's acceptance or rejection of the proposed modification. Buyer's rejection of a modification proposed by Supplier shall be deemed a cancellation of the entire Purchase Order by Buyer, unless Buyer and Supplier mutually agree to the contrary.

**6.4.** **<u>Fulfilment</u>**. Following acceptance of a Purchase Order, Supplier shall use commercially reasonable efforts to fulfill the order in accordance with the terms of the Purchase Order and this Agreement. All deliveries shall be made to the Franchised Shop unless otherwise agreed by the Parties. Title and risk of loss shall pass to Buyer upon delivery to the Franchised Shop. To ensure Buyer's compliance with the Franchise Agreement, Supplier represents that the Approved Products will satisfy any applicable minimum quality standards and specifications that Franchisor imposes for such Approved Products.

**6.5.** **<u>Delays</u>**. Supplier will promptly notify Buyer of the occurrence of any circumstances or events reasonably likely to adversely affect Supplier's ability to make timely delivery of the Approved Products; *provided, however*, that any such delay shall not give Buyer the right to cancel any order (or any portion of an order) after acceptance of the Purchase Order by Supplier.

**6.6.** **<u>Inspection and Returns</u>**. Buyer must follow all inspection procedures and documentation specified by Supplier from time to time. Buyer must inspect all Approved Products and notify Supplier in writing of any defects or missing items no later than end of the next business day after delivery to Buyer. Any such written notice must specify the defect (including photos) or items missing in reasonable detail. Buyer's failure to issue any such written notification to Supplier before the expiration of the one business day inspection period shall be deemed Buyer's acceptance of the Approved Products. Supplier agrees to promptly replace any defective or missing Approved Products at Supplier's expense. Alternatively, Supplier may elect to refund the portion of the Purchase Price (and Shipping Costs) attributable to the defective or missing Approved Products.

**6.7.** **<u>Pricing</u>**. Buyer agrees to pay Supplier the Purchase Price for each Approved Product set forth in the most recently effective Price List. Purchase Prices are expressed in United States Dollars. Supplier may change the Purchase Price of Approved Products from time to time upon at least 15 days' prior written notice to Buyer. Supplier represents to Buyer that the Purchase Price charged by Supplier shall reflect a commercially reasonable price consistent with the pricing Supplier charges to similarly-situated Go Greek Franchisees located in the same market as the Franchised Shop. The Purchase Price reflected on the Price List is exclusive of Shipping Costs, which shall be Buyer's responsibility and reflected on invoices submitted by Supplier to Buyer from time to time. Supplier shall have sole discretion in determining shipping methods and carriers and will flow through the shipping costs incurred by Supplier without markup.

**6.8. Invoicing and Payment**. Within seven (7) days after acceptance of a Purchase Order, Supplier shall send Buyer an invoice for the aggregate Purchase Price of the Approved Products identified in the Purchase Order together with the estimated amount of Shipping Costs. Buyer shall pay Supplier all such amounts, in accordance with §7, as follows: (a) 50% shall be due upon receipt of the invoice from Supplier; and (b) 50% shall be due upon delivery of the Approved Products to the airport or FOB Supplier's designated port. In no event shall Supplier ship the Approved Products to Buyer prior to receipt of the initial 50% deposit towards the Purchase Price. If the actual Shipping Costs incurred by Supplier are less than the estimated Shipping Costs reflected on the invoice and paid by Buyer, Supplier shall issue Buyer a credit in the amount of the overpayment that will be applied against the next accepted Purchase Order (or refunded to Buyer if the Term of this Agreement expires or is terminated prior to application of the credit). If the actual Shipping Costs incurred by Supplier exceed the estimated Shipping Costs reflected on the invoice and paid by Buyer, Buyer shall pay Supplier the difference within three (3) business days of invoicing. Neither the Purchase Price nor Shipping Costs are refundable under any circumstances other than as set forth above or as set forth in §6.6.

**6.9. Import Regulations and Procedures**. Buyer is responsible, at Buyer's expense, for all tariffs, duties, levies and other Taxes that apply to the importation of Approved Products into the United States. Buyer is solely responsible, at Buyer's expense, for all required labeling and approvals necessary for the lawful importation and/or use of the Approved Products within United States (which labels shall be subject to Supplier approval).

**6.10. Product Storage and Care**. Buyer is responsible, at Buyer's expense, for reviewing and ensuring compliance with all local Laws pertaining to the storage and condition of Approved Products during and subsequent to shipment. Buyer is solely responsible for ensuring that the Approved Products are stored and maintained in appropriate conditions to ensure freshness and quality from the time the Approved Products leave Supplier's designated port through delivery to the Franchised Shop.

**7. PAYMENTS**.

**7.1. Method of Payment and Late Fee**. Payments are due 10 days after invoicing unless otherwise specified. Buyer shall pay Supplier all amounts owed under this Agreement by electronic funds transfer in accordance with §4.5(a) of the Franchise Agreement; *provided, however*, that Supplier may, at Supplier's option, require Buyer to pay all amounts owed under this Agreement by wire transfer of immediately available funds (exclusive of any wire transfer fees) to the account designated by Supplier from time to time (Buyer is responsible for all fees and charges imposed by any financial institution or Governmental Authority in connection with wire transfer payments). If Buyer fails to make any payment when due, or there are insufficient funds in Buyer's designated bank account to cover the sum when due, then in addition to this sum Buyer shall pay to Supplier $200 plus default interest on the amount past due at a rate equal to the lesser of 18% per annum (pro-rated on a daily basis) or the highest rate permitted by applicable Law.

**7.2. Payments in United States Dollars**. Buyer shall pay all amounts owed to Supplier in United States Dollars. All references to dollar amounts in this Agreement refer to United States Dollars.

**7.3. Guarantee**. For purposes of clarity, the Guarantee executed by the Guarantors (as defined in the Franchise Agreement) extends to and covers Buyer's obligations under this Agreement.

**8. RESTRICTIONS ON USE**. Buyer may only purchase and utilize Approved Products for its own internal use in connection with the operation of the Franchised Shop pursuant to the terms of the Franchise Agreement. Buyer may not purchase any Approved Product for resale or otherwise act as a distributor, dealer or reseller of any Approved Product. Buyer shall follow all approved menu and production techniques and procedures specified by Franchisor. If Buyer believes any modifications to Authorized GGY Product (or to any of the flavors thereof) are necessary or desirable based on local Laws, customs, tastes or for other reasons, and such modifications affect or otherwise relate to any of the Approved Products, Buyer shall: (a) send a written request for approval to both Franchisor and Supplier via email; (b) send Franchisor and Supplier a revised quarterly forecast of Approved Products (as described in §9.1 below) accounting for the new product; and (c) comply with Franchisor's policies and procedures for testing new products proposed by franchisees in accordance with the terms of the Franchise Agreement. Any such modification must be approved by both Franchisor and Supplier. Upon approval from

Franchisor and Supplier, Supplier shall amend the list of Approved Products and issue a new Price List to Buyer incorporating the new or modified Approved Products.

**9. REPORTING**.

**9.1. Quarterly Forecasts**. No later than 15 days after the end of each calendar quarter, Buyer shall send Supplier a written rolling forecast of Approved Products Buyer anticipates needing over the course of the ensuing three (3) month period.

**9.2. Monthly Reports**. No later than the fifth ($5^{th}$) day of each month, Buyer shall send Supplier a written report describing Buyer's inventory levels as of the end of the immediately preceding month and including all other relevant information reasonably requested by Supplier, including historical sales data, inventory levels, future sales projections and other matter Supplier deems relevant.

**10. LEGAL COMPLIANCE**.

**10.1. Anti-Terrorism**. Each of the Buyer Parties jointly and severally represent and warrant to Supplier that, to the best of such Person's knowledge: (a) no property or interest owned by any of the Buyer Parties is subject to being "blocked" under any Anti-Terrorism Law; (b) none of the Buyer Parties, nor any of their respective funding sources or related parties is, or has ever been: (i) a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Law; or (ii) identified by name, alias, pseudonym, nickname or address on any Terrorist List, including the list of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts available at www.home.treasury.gov); and (c) each of the Buyer Parties is in compliance, and shall continue to comply, with the Anti-Terrorism Law and all other U.S. Laws currently in effect, or enacted in the future, that prohibit corrupt business practices, money laundering or the aid or support of Persons who conspire to commit acts of terror against any Person or government.

**10.2. Anti-Corruption**. Each of the Buyer Parties agree to conduct all activities contemplated by this Agreement or in connection with the performance thereof in compliance with: (a) the U.S. Foreign Corrupt Practices Act (found at www.usdoj.gov/criminal/fraud/fcpa); (b) all other Anti-Corruption Laws applicable in the U.S.; (c) any applicable international conventions that outlaw bribery and corrupt practices (including, for example, the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions); and (d) any anti-corruption policies Supplier establishes. Buyer shall ensure each of Buyer's Owners, employees, consultants, contractors, subcontractors and other Persons under Buyer's supervision comply with the foregoing requirements. Each of the Buyer Parties jointly and severally represent and warrant to Supplier that the Buyer Parties have not, and shall not, in connection with the performance of any activities contemplated by this Agreement, make, offer, give, or promise to make, offer, or give, directly or indirectly, any payment (in currency, property, or other thing of value) to a Government Official, political party or intermediary (for payment to a Government Official or political party), if such payment or transfer would violate any applicable Law. It is the intent of the Parties that no payments or transfers of value be made that have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. This does not, however, prohibit normal and customary business entertainment or the giving of business mementos of nominal value in connection with the performance of the activities contemplated by this Agreement, provided the entertainment or giving of the memento is otherwise legal under local Law and does not violate or exceed Supplier's or the recipient's rules, policies or other ethical standards. Each of the Buyer Parties jointly and severally represent and warrant to Supplier that none of Buyer's Owners, officers, directors, executives or employees, of any of their respective immediate family members, are Government Officials, and Buyer agrees to immediately notify Supplier in writing if any such individual becomes a Government Official.

**10.3. Continuing Representations and Warranties**. The representations and warranties set forth in §10 above are 'continuing' representations and warranties for the duration of the relationship. Accordingly, Buyer must immediately notify Supplier of the occurrence of any event or development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading. At any time during the Term, Buyer must (upon Supplier's request): (i) provide Supplier with an executed certification in a form Supplier reasonably prescribes (signed by an authorized officer of Buyer) confirming continued compliance with these representations and warranties; and (ii) provide all supporting evidence of compliance that Supplier reasonably requests. If Supplier believes, in good faith, that Buyer or any of Buyer's Owners have acted in any way that may subject Supplier to liability under any Anti-Terrorism or Anti-Corruption Law or have otherwise failed to comply with the terms of §10, Supplier may terminate this Agreement immediately upon notice to Buyer.

11. **INDEMNITY**. In addition to the Indemnitors' indemnification obligations under the Franchise Agreement, the Indemnitors agree to indemnify the Indemnitees and hold them harmless for, from and against any Losses they incur as a result of or in connection with any of the following:

(a) the development, marketing, use or operation of the Franchised Shop;

(b) the breach of a Definitive Agreement committed by Buyer or any of Buyer's Affiliates or Owners;

(c) libel, slander, defamation or disparaging comments made by Buyer or any of Buyer's Affiliates or Owners about an Indemnitee, the Go Greek system, any Go Greek Shop or the Approved Products; or

(d) any Claim relating to Taxes or penalties a Governmental Authority assesses against Supplier or Supplier's Affiliate as a direct result of Buyer's failure to pay or perform functions required of Supplier under any Definitive Agreement.

The Indemnitors must immediately notify Supplier of any Claim or proceeding described above. The Indemnitees have the right, in their sole discretion, to: (a) retain counsel of their own choosing to represent them with respect to the Claim; and (b) control the response to any Third-Party Claim and the defense thereof, including the right to settle the Third-Party Claim. A "Third-Party Claim" means an indemnifiable Claim that relates to a Claim brought by a third party against an Indemnitee. The Indemnitors may participate in the defense of a Third-Party Claim at their own expense. The Indemnitors must fully cooperate and assist the Indemnitees with the defense of a Third-Party Claim. The Indemnitors must reimburse the Indemnitees for all Losses they incur defending the Claim including, without limitation, mediation or court expenses, expert fees and Travel Expenses incurred by attorneys or expert witnesses to attend mediation or legal or administrative proceedings or hearings relating to the matter. The Indemnitors' indemnification obligations shall continue in full force and effect after, and notwithstanding, the Transfer, termination or expiration of this Agreement. Under no circumstances must Indemnitees seek recovery from third parties or otherwise attempt to mitigate their losses in order to maintain a Claim for indemnification against the Indemnitors. The Indemnitors hereby acknowledge and agree that an Indemnitee's failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable from the Indemnitors. The Indemnitors' indemnification obligations shall not apply to any Losses arising as a direct result of the gross negligence of the Indemnities (except to the extent that joint liability is involved, in which event the indemnification provided for in this §11 shall extend to any finding of comparative negligence or contributory negligence attributable to the Indemnitors or any Person other than an Indemnitee).

12. **TRANSFERS**. This Agreement is fully assignable by Supplier (without prior notice to Buyer) and shall inure to the benefit of any assignee(s) or other legal successor(s) to Supplier's interest in this Agreement, provided that: (a) Supplier shall, subsequent to any such assignment, remain liable for the performance of Supplier's obligations under this Agreement up to the effective date of the assignment; and (b) the Person to whom this Agreement is assigned must agree to fulfill Supplier's obligations contained herein. Buyer may not Transfer this Agreement except in connection with, and as part of, a Transfer of the Franchised Shop that is approved by Franchisor and completed in accordance with the Transfer provisions set forth in the Franchise Agreement.

13. **TERMINATION**. Buyer may terminate this Agreement if Supplier breaches any term or condition of this Agreement and fails to cure such breach within 60 days after receipt of a written notice of breach from Buyer, unless such breach is caused by an event of Force Majeure (in which case §16.6 governs). Buyer is deemed in default and Supplier may, at Supplier's option, terminate this Agreement, effective immediately upon written notice to Buyer, and without opportunity to cure except for any cure period expressly set forth below, upon the occurrence of any of the following events:

(a) if Franchisor (or any Affiliate of Franchisor) terminates the Franchise Agreement or any Definitive Agreement as a result of a default committed by Buyer (or any of Buyer's Affiliates or Owners);

(b) if Buyer terminates the Franchise Agreement for any reason;

(c) if Buyer fails to pay Supplier any amount owed under this Agreement within 10 days after receipt of a demand for payment;

(d) if Buyer breaches the exclusivity covenants in §3;

(e) if any of the Buyer Parties breaches any warranty, representation or covenant in §10; or

(f) if Buyer breaches any other term or condition of this Agreement and fails to cure such breach within 30 days after receipt of a written notice of breach from Supplier, unless such breach is caused by an event of Force Majeure (in which case §16.6 governs).

**14. REPRESENTATIONS AND WARRANTIES**. Each Party jointly and severally represents and warrants to the other Party that: (a) the execution and delivery of this Agreement and performance of such Party's obligations hereunder does not: (i) conflict with, breach or constitute a default under any other agreement to which such Party is a party or by which its assets are bound; or (ii) violate any order, writ, injunction, decree, judgment or ruling of any Governmental Authority; or (iii) violate any applicable Law; (b) such Party is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation and has the requisite power and authority to enter into this Agreement and perform its obligations hereunder; and (c) the execution and delivery of this Agreement have been duly authorized by all requisite corporate action and this Agreement constitutes the legal, valid and binding obligations of such Party and is enforceable against such Party in accordance with its terms.

**15. DISPUTES**. Any Dispute between the Parties relating to this Agreement shall be resolved pursuant to the dispute resolution provisions in the Franchise Agreement. All such dispute resolution provisions are incorporated herein by reference as if fully set forth in this Agreement.

**16. MISCELLANEOUS PROVISIONS**.

**16.1. Governing Law**. This Agreement and the relationship between the Parties shall be governed by the Laws of the State of California without reference to its principles of conflicts of law. The rights and obligations of the Parties under this Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

**16.2. Waiver and Delay**. Each Party may waive any obligation imposed on the other Party in writing. Neither Party shall be deemed to have waived or impaired any of its contractual rights under this Agreement, including the right to require strict compliance with all terms of this Agreement or terminate this Agreement due to the other Party's failure to comply with such terms, by virtue of: (a) any custom or practice of the Parties at variance with the terms of this Agreement; (b) any failure, refusal or neglect by a Party to exercise any right under this Agreement or require the other Party to strictly comply with its obligations under this Agreement; (c) Supplier's waiver, failure or refusal to exercise any of its rights with respect to other Go Greek Franchisees; or (d) Supplier's acceptance of payment from Buyer after Buyer's default.

**16.3. Survival**. All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement remain in effect subsequent to and notwithstanding its termination, expiration or Transfer until they are satisfied in full or by their nature expire.

**16.4. Successors and Assigns**. This Agreement is binding upon the Parties 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 not a Party to this Agreement.

**16.5. Severability**. Each section of this Agreement (and portion thereof) is severable. If applicable Law imposes mandatory terms that conflict with this Agreement, the terms required by such Law shall govern to the extent of the inconsistency. If a court concludes any promise or covenant in this Agreement is unreasonable or unenforceable, Supplier or the court may modify such promise or covenant to the minimum extent necessary to make it enforceable.

**16.6. Force Majeure**. Neither Party is liable for loss or damage or deemed in breach of this Agreement if such Party's failure to perform its obligations results from an event of Force Majeure; *provided,* *however*, that Force Majeure does not excuse or permit any failure to perform for more than 180 days. If the period of non-performance exceeds 180 days from receipt of notice of the Force Majeure event, the Party whose ability to perform has not been affected may immediately terminate this Agreement by giving written notice of termination to the other Party.

**16.7.** **Integration**. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. No email or informal electronic communication will modify this Agreement unless it is signed by both Parties and expressly states it is intended to modify this Agreement. The attachments are part of this Agreement, which together with any Amendments or Addenda executed on or after the Effective Date, constitute the entire understanding and agreement of the Parties. There are no other oral or written understandings or agreements between the Parties 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. Nothing in this Agreement or any related agreement is intended to disclaim the representations made 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.

**16.8.** **Rights 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.

**16.9.** **Construction**. Headings are for convenience only and do not affect the meaning of the Section. 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. All references to "including" shall be construed as references to "including, but not limited to".

**16.10.** **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 (a) at the time of service, if personally served; (b) three (3) business days after delivery by the Party giving the notice, statement or demand if by air courier with a guaranteed tracking facility; (c) three (3) business days after placement in the United States mail by Certified Mail, Return Receipt Requested, with postage prepaid; and (d) on the day of electronic transmission to the email address given below. 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:

**If to Supplier:**

Go Greek Yogurt Mediterra, LLC
450 North Bedford Drive, Suite 312
Beverly Hills, California 90210
Attention: President
Email: Jonathan@medliciousfoods.com &
Jacqueline@gogreekyogurt.com

**If to Buyer**:

__________________________________
__________________________________
__________________________________
Attention:__________________________
Email:______________________________

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.

**16.11.** **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.

* * *

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

**SUPPLIER:**

Go Greek Mediterra, LLC, a California limited liability company

By:___________________________________

Name:_________________________________

Title:_________________________________

**BUYER:**

[_______________________________________________],
a(n) [____________________________________________]

By:___________________________________

Name:_________________________________

Title:_________________________________

**EXHIBIT A**
**TO SUPPLY AND PURCHASE AGREEMENT**

**Approved Products**

*[Current list to be provided prior to placement of initial order]*

**EXHIBIT B**
**TO SUPPLY AND PURCHASE AGREEMENT**

**Price List**

*[Current list to be provided prior to placement of initial order]*

**EXHIBIT "D"**

**TO DISCLOSURE DOCUMENT**

**<u>AREA DEVELOPMENT AGREEMENT</u>**

*[See Attached]*

# GO GREEK YOGURT

# AREA DEVELOPMENT AGREEMENT

**DEVELOPER:** [________________________________________________]

**DATE:** [____________, 202__]

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## AREA DEVELOPMENT AGREEMENT

This Area Development Agreement (this "Agreement") is entered into as of [_______________], 202[___] (the "Effective Date") by and between Go Greek Yogurt World-Wide Franchising, Inc., a Delaware corporation ("we" or "us") and [_____________________________________________________________], a(n) [________________________________________________] ("you"). We and you may be referred to in this Agreement either individually as a "Party" or collectively as the "Parties".

**1. DEFINITIONS.** Capitalized terms not defined above have the meanings given to them below, or if not defined below, the meanings given to them in the Initial Franchise Agreement.

"*Developer Entity*" means an Entity that: (a) signs this Agreement as the area developer (if this Agreement is signed by an Entity); or (b) assumes this Agreement subsequent to its execution by the original Owners.

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

"*Development Business*" means the business you conduct pursuant to this Agreement consisting of developing and opening Go Greek Shops within the Development Area.

"*Development Schedule*" means the schedule described in §4.1 and Part D of ATTACHMENT "A" that is 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.

"*Dispute*" means any Claim or dispute between the Parties that involves or relates to a Definitive Agreement, the offer or sale of area development rights or the relationship between the Parties.

"*Franchise Agreement*" means a Go Greek Yogurt Franchise Agreement executed by us and you (or your Affiliate) for the development and operation of a Go Greek Shop pursuant to this Agreement.

"*General Release*" means our then-current form of Waiver and Release of Claims that you and your Owners must sign pursuant to §7.2 in connection with a Transfer.

"*Initial Franchise Agreement*" means the Franchise Agreement you execute for the first Go Greek Shop to be developed pursuant to this Agreement.

"*Owner*" means a Person who: (a) directly signs this Agreement as the area developer or a Franchise Agreement as the franchisee, either alone or in conjunction with one or more other Persons; and/or (b) directly or indirectly through one or more intermediaries owns an Equity Interest in the Development Business, Developer Entity or any Affiliate of yours that signs a Franchise Agreement pursuant to §6.

"*Permitted Transfer*" means a Transfer: (a) between existing Owners; (b) of less than 20% of the Equity Interests in the Development Business or Developer Entity; or (c) by the Owners to a new Developer Entity for which such Owners collectively own and control 100% of the Equity Interests; *provided, however*, that a Permitted Transfer does not include any Transfer described in clause (a), (b) or (c) that results in the Principal Owner owning less than 10% of the Equity Interests in the Development Business or Developer Entity.

"*Term*" means the period of time beginning on the Effective Date of this Agreement and expiring on the earlier to occur of: (a) the opening date listed in the Development Schedule for the last Go Greek Shop you are required to open; or (b) the date this Agreement is effectively terminated.

"*Transfer*" means any direct or indirect, voluntary or involuntary, assignment, sale, sublicense or other transfer or disposition of: (a) this Agreement; (b) the area development rights granted by this Agreement; (c) your Development Business; or (d) an Equity Interest in the Development Business or Developer Entity; including by: merger or consolidation; judicial award, order or decree; issuance of additional Equity Interests (including public and private offerings); foreclosure of a security interest by a lender; or operation of Law, will or a trust upon an Owner's death (including via the Laws of intestate succession).

**2. GRANT OF DEVELOPMENT RIGHTS**. Subject to the terms 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". This Agreement does not grant you any right or license to our Intellectual Property.

**3. TERRITORIAL PROTECTIONS AND LIMITATIONS.** During the Term we will not develop or operate, or license a third party to develop or operate, a Go Greek Shop or Go Greek Ghost Kitchen located in the Development Area other than: (a) any Go Greek Shop or Go Greek Ghost Kitchen that is open, under development, or for which a franchise agreement has been executed, in each case as of the Effective Date, and that is (or will be) located in the Development Area; and (b) any Go Greek Shop or Go Greek Ghost Kitchen otherwise permitted by this Section. At any time during the Term we and our Affiliates reserve the right to develop and operate Go Greek Shops in Captive Venues located in the Development Area, but only if the owner or manager of the Captive Venue does not allow you to own and operate the Go Greek Shop yourself. If you are not eligible to develop and operate the Go Greek Shop in the Captive Venue, we may do so ourselves (but we may not grant rights to another franchisee to do so). At any time during the Term we and our Affiliates reserve the right to engage in Acquisitions that involve, or subsequently result in, conversion of the acquired or acquiring company's outlets to GO GREEK® outlets (either Go Greek Shops or Go Greek Ghost Kitchens) even if those outlets are located in the Development Area. We and our Affiliates also reserve the right to sell, and license third parties to sell, competitive or identical goods and services (including under the Marks) within the Development Area through Alternative Channels of Distribution.

**4. DEVELOPMENT OBLIGATIONS**

**4.1. <u>Development Schedule</u>**. You must develop, open and operate all Go Greek Shops listed 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 and open the Go Greek Shops in strict compliance with the opening dates set forth in the Development Schedule. We may, in our sole discretion, extend one or more opening dates listed in the Development Schedule if you demonstrate to our satisfaction that you used best efforts to comply with the opening date and the need for the extension is due to unforeseeable delays rather than your lack of diligence or funding. 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 by the associated Franchise Agreement.

**4.2. <u>Reasonableness of Development Schedule</u>**. You represent that you: (a) have conducted your own independent investigation and analysis of the prospects for development of the Go Greek Shops in the Development Area; (b) approve the Development Schedule as being reasonable and viable; and (c) recognize that any breach of the Development Schedule is a material breach of this Agreement.

**4.3. <u>Site Selection</u>**. All Go Greek Shops you develop pursuant to this Agreement must be located in the Development Area. You must select the specific site for each Go Greek Shop in compliance with our then-current site selection criteria. Each site you select is subject to our prior acceptance as specified in the applicable Franchise Agreement.

**4.4. <u>Franchise Agreements</u>**. 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 of which may vary materially and substantially from the terms of the Initial Franchise Agreement. The development fee set forth in §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 have no right to construct or operate a Go Greek Shop until the Parties have signed a Franchise Agreement and all ancillary agreements for that Go Greek Shop. You must develop, open and operate each Go Greek Shop in compliance with the Franchise Agreement and the Manual.

**4.5. <u>Additional Go Greek Shops</u>**. You may not 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 would be upon such terms that we specify, after you develop all Go Greek Shops listed in the Development Schedule in accordance with this Agreement.

**5. DEVELOPMENT FEE.** You must pay us a development fee that varies based on the number of Go Greek Shops you commit 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<br>$5,250 due earlier of lease execution for 2nd Shop or 12 months after signing ADA<br>$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<br>$6,600 due earlier of lease execution for 2nd Shop or 12 months after signing ADA<br>$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. DEVELOPER ENTITY.** You represent that Part A of ATTACHMENT "A" includes a complete and accurate list of your Owners. Upon request, you must send us a resolution of the Developer Entity authorizing the execution of this Agreement, a copy of its organizational documents and a current Certificate of Good Standing. You may form a separate Entity to enter into each Franchise Agreement provided that: (a) the Person or Persons owning the Equity Interests (and the percentage of the Equity Interests owned) in each such Entity must be the same Person or Persons owning the Equity Interests (with the same percentage of the Equity Interests owned) in the Developer Entity; and (b) each such Entity guarantees the performance of all other Entities formed under the authority of this §6. Each Owner, and the spouse of each Owner who is a natural Person, must sign a Guarantee.

**7. TRANSFERS**

**7.1. By Us**. We have the unrestricted right to assign this Agreement to any Person without prior notice to you; *provided, however*, that we will remain liable for obligations we incur prior to the assignment date. We may also delegate any of our obligations under this Agreement.

**7.2. By You**. The rights and duties created by this Agreement are personal to you and the Owners. We are granting you area development rights in reliance upon the character, skill, attitude, business ability and financial resources of you and your Owners. Because this Agreement is a personal services contract, neither you nor any Owner may engage in a Transfer (other than a Permitted Transfer) without our prior approval. Any Transfer (other than a Permitted Transfer) without our approval is void and constitutes a breach of this Agreement. We will not unreasonably withhold our approval of a proposed Transfer if all of the following conditions are satisfied:

(a) we believe the proposed transferee has sufficient business experience, aptitude and financial resources to develop, own and operate all of the remaining Go Greek Shops to be developed under this Agreement and meets our minimum criteria for area developers;

(b) you and your Owners and Affiliates are in full compliance with all Definitive Agreements;

(c) the transferee's owners successfully complete, or make arrangements to attend, the initial training program and the transferee pays us any applicable training fee;

(d) 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: (i) the Term shall be the Term remaining under this Agreement; (ii) the transferee need not pay a separate development fee; and (iii) 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);

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

(f) you assign all Franchise Agreements to the transferee in accordance with the transfer provisions under each Franchise Agreement, including payment of any transfer fee imposed under each such Franchise Agreement;

(g) you and your Owners sign a General Release;

(h) we choose not to exercise our right of first refusal described in §7.5; and

(i) you or the transferring Owner, as applicable, and the transferee satisfy all other conditions we reasonably require as a condition to our approval of the Transfer.

You may not: (a) transfer less than all development rights remaining under this Agreement (i.e., you may not retain the right to develop any Go Greek Shop); or (b) transfer your development rights to multiple transferees. Our consent to a Transfer shall not constitute a waiver of any Claims we may have against the transferor or our right to demand the transferee comply with all terms of the area development agreement.

**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 the former Developer Entity to sign a corporate guarantee in the format we require to secure performance of the new Developer Entity's financial obligations under all Definitive Agreements (if the Permitted Transfer results in a new Developer Entity). You and the Owners (and the transferee) agree to sign all documents we reasonably request to effectuate and document the Permitted Transfer.

**7.4.** **Owner Death or Disability.** Within 180 days after an Owner's death or permanent disability, the Owner's Equity Interest in the Development Business or Developer Entity must be Transferred to another Person in compliance with §7.2 or §7.3. An Owner is deemed to have a "permanent disability" if he/she has a medical or mental problem that prevents him/her from substantially complying with his/her obligations under this Agreement for a period of at least three (3) months.

**7.5.** **Our Right of First Refusal.** If you or an Owner wish to engage in a Transfer, you or the Owner, as applicable, must obtain and send us a bona-fide offer executed by the purchaser after completion of due diligence. We have 30 days after receipt of the offer to decide whether to purchase the interest for the same price and upon the same terms contained in the offer, except we may substitute cash for any non-cash form of payment proposed in the offer. If we notify you within the 30-day period that we intend to purchase the interest, you or the Owner, as applicable, must sell the interest to us. We will have an additional 60 days to prepare for closing. You or the Owner, as applicable, must provide us with all customary representations and warranties regarding the title to and condition of the assets or Equity Interest that we purchase, or at our option, 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 the terms of the offer, subject to the requirements of §7.2, including our approval of the transferee. If the sale is not completed within 120 days after we receive the offer, or there is a material change to the terms of sale, we will again have the right of first refusal specified in this Section. Our right of first refusal shall not apply to a Permitted Transfer.

## 8. TERMINATION

**8.1.** **By Us.** We may terminate this Agreement, effective upon delivery of a written notice of termination, for any of the following reasons, all of which constitute material events of default and "good cause" for termination, and without opportunity to cure except for any cure period expressly set forth below:

(a) if we terminate any Definitive Agreement due to a default committed by you or one of your Owners or Affiliates; or

(b) if you (or an Owner) breach any provision of this Agreement and fail to cure within 30 days after receipt of a default notice.

**8.2.** **By Mutual Agreement.** If you and we mutually agree in writing to terminate this Agreement, any notice or cure period that might otherwise apply shall be deemed waived.

**9. EFFECT OF TERMINATION.** Termination of this Agreement ends all your rights and development obligations under this Agreement, including your interests in the Development Area and right to sign new Franchise Agreements or open new Go Greek Shops. We will not refund any portion of the development fee, and you must immediately pay any remaining unpaid balance of the development fee.

**10. DISPUTE RESOLUTION**. Any Dispute between the Parties relating to this Agreement shall be resolved pursuant to the dispute resolution provisions in the Initial Franchise Agreement. All such dispute resolution provisions are incorporated herein by reference as if fully set forth in this Agreement.

**11. REPRESENTATIONS**.

**11.1. Corporate**. You and your Owners jointly and severally represent and warrant to us that the execution and delivery of this Agreement, and performance of your obligations hereunder, does not: (a) conflict with, breach or constitute a default under any agreement to which you are (or any Affiliate of yours is) a party or by which your (or your Affiliate's) assets are bound; (b) violate any order, injunction, decree, judgment or ruling of a Governmental Authority; or (c) violate any applicable Law. If the developer is an Entity, then you and your Owners also jointly and severally represent and warrant to us that: (a) the Developer Entity is duly organized, validly existing and in good standing under the Laws of the state of its formation and has the requisite power and authority to enter into this Agreement and to perform its obligations hereunder; and (b) the execution and delivery of this Agreement have been duly authorized by all requisite corporate action and this Agreement constitutes the legal, valid and binding obligation of, and is enforceable against, the Developer Entity in accordance with its terms.

**11.2. General**. You and your Owners jointly and severally represent and warrant to us that you are aware: (a) other area developers may operate under different forms of agreement and our obligations and rights with respect to area developers differs materially in certain circumstances; and (b) we may negotiate terms or offer concessions to other area developers and we have no obligation to offer you the same or similar negotiated terms or concessions.

**11.3. Anti-Terrorism**. You and your Owners jointly and severally represent and warrant to us that, to the best of your knowledge: (a) no property or interest owned by you or any Owner is subject to being "blocked" under any Anti-Terrorism Law; (b) neither you nor any Owner, nor any of their respective funding sources (including any legal or beneficial owner of an Equity Interest in the Development Business or Developer Entity) or related parties is, or has ever been: (i) a terrorist or suspected terrorist within the meaning of the Anti-Terrorism Law; or (ii) identified by name, alias, pseudonym, nickname or address on any Terrorist List, including the list of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at www.home.treasury.gov); and (c) you and the Owners are in compliance, and will continue to comply, with the Anti-Terrorism Law and all other U.S. Laws currently in effect, or enacted in the future, that prohibit corrupt business practices, money laundering or the aid or support of Persons who conspire to commit acts of terror against any Person or government. The foregoing representations and warranties are 'continuing' representations and warranties for the duration of the franchise relationship. Accordingly, you must immediately notify us of the occurrence of any event or development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

**11.4. Anti-Corruption**. You and your Owners agree to conduct all activities in connection with this Agreement, including the development, ownership and operation of the Go Greek Shops contemplated by this Agreement (collectively, the "Authorized Activities") in compliance with: (a) the U.S. Foreign Corrupt Practices Act (which can be found at www.usdoj.gov /criminal/ fraud/fcpa); (b) all other Anti-Corruption Laws applicable in the U.S.; (c) any applicable international conventions that outlaw bribery and corrupt practices (including, for example, the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions); and (d) any anti-corruption policies we establish. You must ensure your Owners, employees, consultants, contractors, subcontractors and other Persons under your supervision comply with the foregoing requirements. You and your Owners jointly and severally represent and warrant to us that you and your Owners have not, and shall not, in connection with the performance of any Authorized Activities, make, offer, give, or promise to make, offer, or give, directly or indirectly, any payment (in currency, property, or other thing of value): (a) to a Government Official or to an intermediary for payment to a Government Official; or (b) to any political party if that payment or transfer would violate any applicable Law. It is the intent of the Parties that no payments or transfers of value be made that have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business. This does not, however, prohibit normal and customary business entertainment or the giving of business mementos of nominal value in connection with the performance of the Authorized Activities, provided the entertainment or giving of the memento is otherwise legal under local Law and does not violate or exceed our or the recipient's rules, policies or other ethical standards. The foregoing representations and warranties are 'continuing' representations and warranties for the duration of the franchise relationship. Accordingly, you must immediately notify us of the occurrence of any event or development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading. At any time during the Term, upon our request, you agree to provide us with an executed certification in a form we reasonably prescribe confirming continued compliance with these representations and warranties. If we believe, in good faith, that you or any of your Owners have acted in any way that may subject us to liability under any Anti-Corruption Law or have otherwise failed to comply with the terms of this Section, we may terminate this Agreement immediately upon notice to you.

## 12. GENERAL PROVISIONS

**12.1. Governing Law.** This Agreement and the franchise relationship are governed by the Laws of California without reference to its principles of conflicts of law, but any California Law 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.

**12.2. Severability**. Each section of this Agreement (and portion thereof) is severable.

**12.3. Waivers.** Each Party may waive any obligation imposed on the other Party in writing. Neither Party shall be deemed to have waived or impaired any of its contractual rights under this Agreement, including the right to require strict compliance with all terms of this Agreement or terminate this Agreement due to the other Party's failure to comply with such terms, by virtue of: (a) any custom or practice of the Parties at variance with the terms of this Agreement; (b) any failure, refusal or neglect by a Party to exercise any right under this Agreement or require the other Party to strictly comply with its obligations under this Agreement; (c) our waiver, failure or refusal to exercise any of our rights with respect to other developers; or (d) our acceptance of payment from you after your breach.

**12.4. Approvals**. Whenever this Agreement requires our approval, you must make a timely written request for approval. Our approval must be in writing in order to bind us. Except as otherwise expressly provided in this Agreement, if we fail to approve any request for approval within the required period of time, we shall be deemed to have disapproved your request.

**12.5. Force Majeure.** Neither Party is liable for loss or damage or deemed in breach of this Agreement if such Party's failure to perform its obligations results from an event of Force Majeure; *provided, however*, that Force Majeure does not excuse or permit any failure to perform for more than 180 days. If the period of non-performance exceeds 180 days from receipt of notice of the Force Majeure event, the Party whose ability to perform has not been affected may immediately terminate this Agreement by giving notice of termination to the other Party.

**12.6. Binding Effect.** This Agreement is binding on the Parties 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 not a Party to this Agreement.

**12.7. Integration.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CHANGED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. No email or informal electronic communication will modify this Agreement unless it is signed by both Parties and expressly states it is intended to modify this Agreement. The attachments are part of this Agreement, which together with any Amendments or Addenda executed on or after the Effective Date, constitute the entire understanding and agreement of the Parties. There are no other oral or written understandings or agreements between the Parties 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. 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.

**12.8. Good Faith Covenant**. If applicable Law implies into this Agreement a covenant of good faith and fair dealing, the covenant shall not imply any rights or obligations inconsistent with the express terms hereof. 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. 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 and area developers, but without considering the individual interests of you or any other franchisee or area developer.

**12.9. Rights 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.

**12.10. Survival**. All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement or the Transfer of an Equity Interest in the Development Business or Developer Entity remain in effect subsequent to and notwithstanding its termination, expiration or Transfer until they are satisfied in full or by their nature expire.

**12.11. Construction.** Headings are for convenience only and do not affect the meaning of the Section. 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. All references to "including" shall be construed as references to "including, but not limited to".

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

**12.13. Notice.** All notices given under this Agreement must be provided in accordance with the Notice Provision of the Initial Franchise Agreement. The current Notice Address for notices sent to you is set forth in Part A of Attachment "A" to this Agreement.

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

* * *

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, Inc., a Delaware corporation

By:___________________________________

Name:_________________________________

Title:__________________________________

**YOU (If you are an entity):**

_______________________________________,
a(n)___________________________________

By:___________________________________

Name:_________________________________

Title:__________________________________

**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 area developer: [_______________________________________________]

Is the area developer one or more natural Persons signing in their individual capacity? **Yes**: _____ **No**: _____

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

Area Developer's Tax Identification Number:[______________________________]

Notice Address: ______________________________
______________________________
______________________________
Attention:______________________________
Email:______________________________

The following table includes the name and address of each Person holding a direct or indirect Equity Interest in the Development Business or Developer Entity, as applicable, along with a description of their Equity Interest.

| Owner's Name | Owner's Address | Percentage Equity Interest | Direct or Indirect (if indirect, describe nature of interest) |
|---|---|---|---|
| | | | |
| | | | |

* *If the area developer is a business Entity, each Person holding a direct or indirect Equity Interest in the Developer Entity, and the spouse of each such Person who is a natural Person, must sign a Guarantee concurrently with the execution of this Agreement.*

**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. <u>Development Area</u>.**

The Development Area consists of, and shall be limited to, 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 (as may be depicted on a map attached below or on the following page).

*[Insert Map (if applicable)]*

**D. <u>Development Schedule</u>.**

You must comply with the following minimum development obligations as specified in §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 | 1 | 1 |
| 18 months after Effective Date | 1 | 2 |
| 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 | | |

* The required opening date for a given Go Greek Shop is the last day of the Development Period in which the Go Greek Shop must open.

# EXHIBIT "E"

# TO DISCLOSURE DOCUMENT

## TABLE OF CONTENTS OF BRAND STANDARDS MANUAL

*[See Attached]*

## Table of Contents

# EXHIBIT "F"

# TO DISCLOSURE DOCUMENT

## LIST OF FRANCHISEES

**Part A (Current Franchisees)**

The following table lists franchisees that were open as of December 31, 2025.

| FRANCHISEES OPEN AS OF DECEMBER 31, 2025 | | | | |
|---|---|---|---|---|
| **State** | **City** | **Address** | **Phone** | **Owner Name(s)** |
| California* | Studio City | 12930 Ventura Blvd, Unit 114<br>Studio City, California 91604 | 323-356-4946 | Yan Yampolsky<br>Michelle Smirnov |
| California* | Newport Beach | 191 Riverside Ave., Unit C<br>Newport Beach, California 92663 | 949-636-0576 | Tim Littman<br>Eduardo Castelan |
| Florida* | Coconut Grove | 3000 Florida Avenue, Suite 114<br>Coconut Grove, Florida 33133 | 845-480-1214 | Jonathan Patarkatsi<br>David Datashvili |
| Florida* | Miami | Miami World Center<br>831 NE 1st Ave., Suite 118<br>Miami, Florida 33132 | 845-480-1214 | Jonathan Patarkatsi<br>David Datashvili<br>Marc Roberts |

* 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, 2025.

| FRANCHISEES NOT OPEN AS OF DECEMBER 31, 2025 | | | | |
|---|---|---|---|---|
| **State** | **City** | **Address** | **Phone** | **Owner Name(s)** |
| Arizona * | To Be Determined | To Be Determined | 602-228-8733 | Kirsten Peterson<br>Mark Peterson |
| California* | Los Angeles | To Be Determined | 323-356-4946 | Yan Yampolsky<br>Michelle Smirnov |
| California* | Encino | To Be Determined | 323-356-4946 | Yan Yampolsky<br>Michelle Smirnov |
| California* | Los Angeles | To Be Determined | 310-995-8521 | Kelechi Ogbunamiri<br>Uchenna Ogbunamiri |
| California | Pasadena | To Be Determined | 310-808-5650 | Daniel Naysan |
| California* | San Diego | To Be Determined | 858-525-5957 | Michel Kucinski |
| California | Santa Barbara | To Be Determined | 310-489-0585 | Will Perez<br>Steve Anavim |
| California * | To Be Determined | To Be Determined | 310-717-3335 | Jake Cloobeck<br>Stephen J. Cloobeck<br>Mabel Arrambide |
| California * | To Be Determined | To Be Determined | 310-717-3335 | Jake Cloobeck<br>Stephen J. Cloobeck<br>Mabel Arrambide |
| California * | To Be Determined | To Be Determined | 310-487-2226 | Roman Ginzburg |
| California * | To Be Determined | To Be Determined | 310-307-9888 | James Marzouk<br>Aaron Barzi<br>Shawn Ahdout |

| FRANCHISEES NOT OPEN AS OF DECEMBER 31, 2025 | | | | |
|---|---|---|---|---|
| **State** | **City** | **Address** | **Phone** | **Owner Name(s)** |
| District of Columbia | To Be Determined | To Be Determined | 310-717-3335 | Jake Cloobeck<br>Stephen J. Cloobeck<br>Mabel Arrambide |
| Florida | Orlando | To Be Determined | 845-480-1214 | Jonathan Patarkatsi<br>Marc Roberts |
| Florida | St. Petersburg | The Mall at Sundial<br>C-102 153 2nd Ave N<br>St. Petersburg, Florida 33701 | 407-690-6797 | Navika Kuchakulla<br>Manish Kuchakulla |
| Michigan | To Be Determined | To Be Determined | 310-717-3335 | Jake Cloobeck<br>Stephen J. Cloobeck<br>Mabel Arrambide |
| Nevada * | To Be Determined | To Be Determined | 310-717-3335 | Jake Cloobeck<br>Stephen J. Cloobeck<br>Mabel Arrambide |
| New York* | To Be Determined | 683 Broadway<br>New York, New York 10012 | 917-476-2929 | Mitchell Moinian<br>Siovosh Showghi |
| Tennessee * | To Be Determined | To Be Determined | 323-356-4946 | Yan Yampolsky<br>Simon Tikhman |
| Texas * | To Be Determined | To Be Determined | 323-356-4946 | Yan Yampolsky<br>Steve Anavim<br>Patrick Woodson |

* These franchisees are also area developers that have committed to open multiple franchised businesses under the terms of an area development agreement.

**<u>Part B</u> (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, Inc.

## Independent Auditor's Report
## And
## Financial Statements
## December 31, 2025 and 2024

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**Metwally CPA PLLC**

**CERTIFIED PUBLIC ACCOUNTANT**

3535 Firewheel Dr, STE D120, Flower Mound, Texas 75028

Cell: 214-200-5434 (Mohamed Metwally) Mmetwally@metwallycpa.com

## Independent Auditor's Report

To the Stockholders' of
Go Greek Yogurt World-Wide Franchising, Inc.

**Opinion**

We have audited the accompanying financial statements of Go Greek Yogurt World-Wide Franchising, Inc. (the Company), which comprise the balance sheets as of December 31, 2025 and 2024 and the related statements of operations, stockholders' 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 the Company as of December 31, 2025 and 2024, 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 the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Emphasis of Matter**

As discussed in note 5 to the financial statements, the Company has extensive transactions and relationships with its affiliates. Accordingly, the accompanying financial statements may not be indicative of the results of operations that would have been achieved if the Company had operated without such affiliations. 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 the Company'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 the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Metwally CPA PLLC

Metwally CPA PLLC
Flower Mound, Texas
April 20, 2026

**Go Greek Yogurt World-Wide Franchising, Inc.**
**Balance Sheets**
**December 31, 2025 and 2024**

| | 2025 | 2024 |
|---|---|---|
| **ASSETS** | | |
| **Current Assets** | | |
| Cash and cash equivalents | $ 18,447 | $ 49,730 |
| Accounts receivable | 747,944 | 277,149 |
| Due from related parties | 752,102 | 464,880 |
| Deferred tax asset - current portion | - | 8,290 |
| **Total Current Assets** | **1,518,493** | **800,049** |
| **Non-Current Assets** | | |
| Deferred tax asset - net of current portion | - | 17,444 |
| **Total Non-Current Assets** | **-** | **17,444** |
| **Total Assets** | **$ 1,518,493** | **$ 817,493** |
| **LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)** | | |
| **Current Liabilities** | | |
| Accounts payable and accrued liabilities | $ 37,932 | $ 34,520 |
| Due to related parties | 6,833 | 7,600 |
| Deferred revenue - current portion | 390,749 | 82,295 |
| **Total Current Liabilities** | **435,514** | **124,415** |
| **Long-Term Liabilities** | | |
| Other Long-Term liabilities | 60,000 | 40,000 |
| Deferred revenue - net of current portion | 1,522,357 | 649,140 |
| **Total Long-Term Liabilities** | **1,582,357** | **689,140** |
| **Total Liabilities** | **2,017,871** | **813,555** |
| **Stockholders' Equity (Deficit)** | | |
| Common stock - $1 par value | | |
| 75,000 shares authorized, issued and outstanding | 75,000 | 75,000 |
| Additional paid-in capital | 25,000 | 25,000 |
| Accumulated deficit | (599,378) | (96,062) |
| **Total Stockholders' Equity (Deficit)** | **(499,378)** | **3,939** |
| **Total Liabilities and Stockholders' Equity (Deficit)** | **$ 1,518,493** | **$ 817,493** |

*The accompanying notes are an integral part of the financial statements.*

**Go Greek Yogurt World-Wide Franchising, Inc.**
**Statements of Operations**
**Years Ended December 31, 2025 and 2024**

| | 2025 | 2024 |
|---|---|---|
| **Revenues** | | |
| Royalties | $ 783,931 | $ 198,038 |
| Initial franchise fees | 410,329 | 398,488 |
| Consulting fees | - | 10,000 |
| **Total Revenues** | **1,194,260** | **606,526** |
| **Operating Expenses** | | |
| Legal and professional | 738,751 | 193,833 |
| Marketing and advertising | 402,855 | 29,980 |
| General and administrative | 352,440 | 83,192 |
| Management fees - related parties | 173,277 | 224,999 |
| Rent - related parties | 6,000 | 6,000 |
| **Total Operating Expenses** | **1,673,323** | **538,004** |
| **Operating Income / (Loss)** | **(479,063)** | **68,522** |
| **Other Income (Expense)** | | |
| Income tax benefit (expense) | (24,254) | (17,767) |
| **Net Income / (Loss)** | **$ (503,317)** | **$ 50,755** |

*The accompanying notes are an integral part of the financial statements.*

**Go Greek Yogurt World-Wide Franchising, Inc.**
**Statements of Stockholders Equity (Deficit)**
**Years Ended December 31, 2025 and 2024**

| | Common Stock - $1 Par Value | | Additional Paid-In Capital | (Accumulated Deficit) | Total Stockholders' Equity (Deficit) |
|---|---|---|---|---|---|
| | Shares | Amount | | | |
| **Balance At December 31, 2023** | **75,000** | **$ 75,000** | **$ 25,000** | **$ (146,815)** | **$ (46,815)** |
| Net income (loss) | | | | 50,755 | 50,755 |
| **Balance At December 31, 2024** | **75,000** | **$ 75,000** | **$ 25,000** | **$ (96,062)** | **$ 3,939** |
| Net income (loss) | | | | (503,317) | (503,317) |
| **Balance At December 31, 2025** | **75,000** | **$ 75,000** | **$ 25,000** | **$ (599,378)** | **$ (499,378)** |

*The accompanying notes are an integral part of the financial statements.*

## Go Greek Yogurt World-Wide Franchising, Inc.
## Statements of Cash Flows
## Years Ended December 31, 2025 and 2024

| | | 2025 | | 2024 |
|---|---|---|---|---|
| **Cash Flows From Operating Activities:** | | | | |
| Net income | $ | (503,317) | $ | 50,755 |
| **Adjustments to reconcile net income to net cash provided by operating activities:** | | | | |
| Deferred income taxes | | 25,734 | | 16,287 |
| **Change in assets and liabilities:** | | | | |
| Accounts receivable | | (470,795) | | (256,549) |
| Due from related parties | | (287,222) | | (464,880) |
| Accounts payable and accrued liabilities | | 3,412 | | 13,254 |
| Other long-term liabilities | | 20,000 | | 20,000 |
| Due to related parties | | (767) | | (400) |
| Deferred revenue | | 1,181,672 | | 648,513 |
| **Net Cash Flows Provided By (Used In) Operating Activities** | | **(31,283)** | | **26,978** |
| **Investing Activities** | | | | |
| **Net Cash Flows Provided by (Used In) Investing Activities** | | - | | - |
| **Financing Activities** | | | | |
| **Net Cash Flows Provided By (Used In) Financing Activities** | | - | | - |
| **Net Change In Cash And Cash Equivalent During The Year** | | **(31,283)** | | **26,978** |
| Cash and cash equivalent - beginning of the year | | 49,730 | | 22,752 |
| **Cash And Cash Equivalent - End of The Year** | **$** | **18,447** | **$** | **49,730** |

*The accompanying notes are an integral part of the financial statements.*

## Go Greek Yogurt World-Wide Franchising, Inc.
## December 31, 2025 and 2024
## 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. (90%), the remaining ownership percentage is owned by various minority shareholders. 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. On March 08, 2022, the Company changed its name from Go Greek Yogurt World-Wide Franchising, LLC to Go Greek Yogurt World-Wide Franchising, Inc.

**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. Accounts Receivable**

Accounts Receivable arise primarily from initial franchise fees and royalties and are carried at their estimated collectible amounts, net of any estimated allowances for credit losses. The measurement and recognition of credit losses involves the use of judgement. The management's assessment of expected credit losses includes consideration of current and expected economic conditions, market and industry factors affecting the Company's customers (including their financial condition), the aging of account balances, historical credit loss experience, customer concentration, and customer creditworthiness. Management evaluates its experience with historical losses and then applies this historical loss ratio to financial assets with similar characteristics. The Company's historical loss ratio or its determination of risk pools may be adjusted for changes in customer, economy, market or other circumstances. The Company may also establish an allowance for credit losses for specific receivables when it is probable that the receivable will not be collected, and the loss can be reasonably estimated. Amounts are written off against the allowance when they are considered to be uncollectible, and reversal of previously reserved amounts are recognized if a specifically reserved item is settled for an amount exceeding the previous estimate.

As of December 31, 2025 and 2024, the allowance for credit losses is considered immaterial and accordingly, no allowance for credit losses has been recorded.

**D. Federal Income Taxes**

In 2024, the Company accounted for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, we determine deferred tax assets and liabilities on the basis of the differences between the financial statement and tax bases of assets and liabilities by using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

The Company recognizes deferred tax assets to the extent that we believe that these assets are more likely than not to be realized. In making such a determination, we consider all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies, and results of recent operations. If we determine that we would be able to realize our deferred tax assets in the future in excess of their net recorded amount, we would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes.
The Company records uncertain tax positions in accordance with ASC 740 on the basis of a two-step process in which (1) we determine whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (2) for those tax positions that meet the more-likely-than-not recognition threshold, we recognize the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority.

In 2025, the Company elected to change its federal tax classification from a corporation to a disregarded entity for income tax purposes. As a result, the Company's activities are included in the consolidated income tax returns of its parent company. Because the responsibility for federal and certain state income taxes rests with the parent, no provision for these taxes has been recorded in the Company's financial statements for the year ended December 31, 2025.

**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 the 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. Advertising and Marketing**

Advertising and marketing costs are charged to operations in the year incurred.

**H. 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-steps 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 weekly royalty, 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.

## 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.

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments - Credit Losses (Topic 326): Measurements of Credit Losses on Financial Instruments. ASU 2016-13, along with subsequent clarifications and improvements (collectively, ASC 326), replaces the incurred loss impairment methodology in prior U.S. GAAP with a methodology that instead reflects a current estimate of all expected credit losses on financial assets, including receivables. ASC 326 requires that the Company measure and recognize expected credit losses at the time the asset is recorded, while considering a broader range of information to estimate credit losses including country specific macroeconomic conditions that correlate with historical loss experience, delinquency trends and aging behavior of receivables, among others. ASC 326 is effective for the Company beginning January 1, 2023. There was no impact on the Company's financial statements as a result of the implementation of this standard.

## 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, 2025 and 2024, the Company's cash balance didn't exceed the FDIC insurance limit. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash.
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, 2025 and 2024, the Company had approximately $18,447 and $49,730 respectively in cash in its bank accounts.

## 4. ACCOUNTS RECEIVABLE

As of December 31, 2024 and 2023 the balance accounts receivable consisted of the following:

| | 2025 | 2024 |
|---|---|---|
| Franchise fee receivable | $ 709,000 | $ 265,100 |
| Royalty receivable | 38,944 | 12,049 |
| **Total Accounts Receivable** | **$ 747,944** | **$ 277,149** |

## 5. RELATED PARTY TRANSACTIONS

The Company has common ownership with GGY Intellectual Prop and GGY Holding Inc. During the years ended December 31, 2025 and 2024, related party transactions primarily consisted of payments made on behalf of the Company by these related parties. These payments covered expenses such as management fees, rent, advertising and marketing, legal and professional fees, and travel costs. As of December 31,2025, and 2024, the related party payable balances represent amounts due to the related parties for these expenses. Additionally, the related party receivable balance represents a non-interest-bearing loan advanced by the Company to its related parties, which will be paid within one year.

As of December 31, 2025 and 2024 Due from / to related parties consists of the following:

| | 2025 | 2024 |
|---|---|---|
| Due from related parties | $ 752,102 | $ 464,880 |
| Due to related parties | (6,833) | (7,600) |
| Management fees - related parties | 173,276 | 224,999 |
| Legal and professional - related parties | 635,324 | 113,000 |
| Advertising and marketing - related parties | 390,855 | 22,000 |
| General and administrative - related parties | 314,374 | - |
| Rent - related parties | $ 6,000 | $ 6,000 |

## 6. INCOME TAX

### Change In Tax Status

In 2025, the Company elected to change its federal tax classification from a corporation to a disregarded entity for income tax purposes. As a result, the Company's activities are included in the consolidated income tax returns of its parent company. Because the responsibility for federal and certain state income taxes rests with the parent, no provision for these taxes has been recorded in the Company's financial statements for the year ended December 31, 2025.

### Accounting Policy Through Date of Change

Prior to the change in tax status, the Company accounted for income taxes under the asset and liability method in accordance with ASC 740, which required the recognition of deferred tax assets and liabilities for expected future tax consequences of events included in the financial statements. Under that method, deferred tax assets and liabilities were determined based on differences between the financial statement and tax bases of assets and liabilities using enacted tax rates expected to apply when those differences reversed. A valuation allowance was provided when it was more likely than not that some portion of the deferred tax asset would not be realized. Uncertain tax positions were recognized using the two-step process prescribed by ASC 740.

### Effect of Change in Tax Status

As a result of becoming a disregarded entity effective January 1, 2025, the Company is no longer a separate taxable entity for U.S. federal and certain state income tax purposes. Accordingly, the Company derecognized its deferred tax assets and liabilities as of the effective date. The resulting net expense of $25,734 was recognized as a component of income tax expense from continuing operations during the year ended December 31, 2025

The following table shows the components of the deferred tax (assets) liabilities as of December 31, 2025 and 2024:

| | 2025 | 2024 |
|---|---|---|
| **Payable** | | |
| Federal | $ - | $ - |
| State | - | 2,138 |
| **Total Payable** | **$ -** | **$ 2,138** |
| | | |
| **Deferred Assets** | | |
| Federal - current | $ - | $ 8,045 |
| Federal - non current | - | 15,482 |
| State - current | - | 245 |
| State - non current | - | 1,962 |
| Effect of change in tax status | (25,734) | - |
| **Total deferred tax assets** | **$ -** | **$ 25,734** |
| | | |
| **Provision (Benefit) Current** | | |
| Federal | $ - | $ 706 |
| State | - | 2,138 |
| **Total Current** | **$ -** | **$ 2,844** |
| | | |
| **Provision (Benefit) Deferred** | | |
| Federal | $ - | $ 15,796 |
| State | (1,480) | (873) |
| Effect of change in tax status | 25,734 | - |
| **Total Deferred** | **$ 24,254** | **$ 14,923** |
| | | |
| **Total provision for (Benefit from) income taxes** | **$ 24,254** | **$ 17,767** |

| **Deferred tax assets are comprised of the following:** | | |
|---|---|---|
| Deferred tax asset - passive loss | $ - | $ 6,110 |
| Deferred tax liability - Deferred revenue -federal | - | 17,414 |
| Deferred tax liability - Deferred revenue -state | - | 2,210 |
| **Deferred tax asset** | **$ -** | **$ 25,734** |

**Income tax expense (Benefit) consists of the following for the years ended December 31, 2025 and 2024:**

| | 2025 | 2024 |
|---|---|---|
| Income tax (expense) / refund | $ (1,480) | $ 2,844 |
| Deferred income tax (expense) / benefit | 25,734 | 14,923 |
| **Income tax expense** | **$ 24,254** | **$ 17,767** |

**7. 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:

| | 2025 | 2024 |
|---|---|---|
| Revenue recognized over time | $ 410,329 | $ 398,488 |
| Revenue recognized at a point in time | 783,931 | 208,038 |
| **Total Revenue** | **$ 1,194,260** | **$ 606,526** |

The following table provides information about the change in the franchise contract liability balances during the years ended December 31, 2025 and 2024, respectively. Franchise contract liability is included in deferred revenue on the accompanying balance sheets.

| | 2025 | 2024 |
|---|---|---|
| Beginning balance | $ 731,435 | $ 82,922 |
| Additional deferred revenue | 1,235,000 | 1,047,000 |
| Franchise fee deposits | 357,000 | - |
| Revenue recognized – additional deferred revenue | (410,329) | (398,488) |
| **Deferred revenue** | **1,913,106** | **731,435** |
| Less: current maturities | (390,749) | (82,295) |
| **Deferred revenue, net of current maturities** | **$ 1,522,357** | **$ 649,140** |

**8. ADVERTISING EXPENSES**

Advertising costs for the years ended December 31, 2025 and 2024 were $402,855 and $29,980 respectively. These costs were expensed as incurred.

**9. STOCKHOLDERS' EQUITY**

The Company was formed on January 06, 2022. As of December 31, 2025 and 2024, the Company has 75,000 authorized shares, issued, and outstanding with $1 par value and $25,000 and $25,000, respectively, in additional paid-in capital.

**10. SUBSEQUENT EVENTS**

Management has evaluated subsequent events through April 20, 2026, 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
## December 31, 2024 and 2023

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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, 2024 and 2023 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, 2024 and 2023, 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 5 to the financial statements, the Company has extensive transactions and relationships with its affiliates. Accordingly, the accompanying financial statements may not be indicative of the results of operations that would have been achieved if the Company had operated without such affiliations. 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 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
Bedford, Texas
April 17, 2025

## Go Greek Yogurt World-Wide Franchising, LLC
### Balance Sheets
### December 31, 2024 and 2023

| | 2024 | 2023 |
|---|---|---|
| **ASSETS** | | |
| **Current Assets** | | |
| Cash and cash equivalents | $ 49,730 | $ 22,752 |
| Accounts receivable | 277,149 | 20,600 |
| Due from related parties | 464,880 | - |
| Deferred tax asset, current portion | 8,290 | 42,021 |
| **Total Current Assets** | **800,049** | **85,373** |
| **Non-Current Assets** | | |
| Deferred tax asset, net of current portion | 17,444 | - |
| **Total Non-Current Assets** | **17,444** | **-** |
| **Total Assets** | **$ 817,493** | **$ 85,373** |
| **LIABILITIES AND MEMBERS' EQUITY (DEFICIT)** | | |
| **Current Liabilities** | | |
| Accounts payable and accrued liabilities | $ 34,520 | $ 21,266 |
| Due to related parties | 7,600 | 8,000 |
| Deferred revenue, current portion | 82,295 | 9,214 |
| Other current liabilities | 40,000 | 20,000 |
| **Total Current Liabilities** | **164,414** | **58,480** |
| **Long Term Liabilities** | | |
| Deferred revenue, net of current portion | 649,140 | 73,708 |
| **Total Long Term Liabilities** | **649,140** | **73,708** |
| **Total Liabilities** | **813,554** | **132,188** |
| **Members' Equity (Deficit)** | | |
| Members' equity (deficit) | 3,939 | (46,815) |
| **Total Members' Equity (Deficit)** | **3,939** | **(46,815)** |
| **Total Liabilities and Members' Equity (Deficit)** | **$ 817,493** | **$ 85,373** |

*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, 2024 and 2023

| | 2024 | 2023 |
|---|---|---|
| **Revenues** | | |
| Initial franchise fees | $ 398,488 | $ 49,078 |
| Royalties | 198,038 | 105,112 |
| Consulting fees | 10,000 | 18,000 |
| **Total Revenues** | **606,526** | **172,190** |
| **Operating Expenses** | | |
| Management fees - related parties | 224,999 | 144,604 |
| Legal and professional | 193,833 | 50,761 |
| General and administrative | 83,192 | 57,914 |
| Marketing and advertising | 29,980 | 14,206 |
| Rent - related parties | 6,000 | 11,000 |
| **Total Operating Expenses** | **538,004** | **278,485** |
| **Operating Income / (Loss)** | **68,522** | **(106,295)** |
| **Other Income (Expense)** | | |
| Income tax benefit (expense) | (17,767) | 24,055 |
| **Net Income / (Loss)** | **$ 50,755** | **$ (82,240)** |

*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, 2024 and 2023**

| | | |
|---|---|---|
| **Members' Equity At December 31, 2022** | **$** | **35,425** |
| Net income / (loss) | | (82,240) |
| **Members' Equity (Deficit) At December 31, 2023** | **$** | **(46,815)** |
| Net income / (loss) | | 50,755 |
| **Members' Equity At December 31, 2024** | **$** | **3,939** |

*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, 2024 and 2023

| | 2024 | 2023 |
|---|---|---|
| **Cash Flows From Operating Activities** | | |
| Net income / (loss) | $ 50,755 | $ (82,240) |
| **Adjustments to reconcile net income to net cash provided by operating activities** | | |
| Deferred income taxes | 16,287 | (24,855) |
| **Change in operating activities** | | |
| Accounts receivable | (256,549) | (15,961) |
| Due from related parties | (464,880) | 19,038 |
| Accounts payable and accrued liabilities | 13,254 | 14,281 |
| Other current liabilities | 20,000 | 20,000 |
| Due to related parties | (400) | (1,172) |
| Deferred revenue | 648,513 | 82,922 |
| **Net Cash Provided By (Used In) Operating Activities** | **26,978** | **12,015** |
| **Cash Flows From Investing Activities** | | |
| **Net Cash Flows Provided By (Used In) Investing Activities** | - | - |
| **Cash Flows From Financing Activities** | | |
| **Net Cash Flows Provided By (Used In) Financing Activities** | - | - |
| **Net Change In Cash And Cash Equivalent During The Year** | **26,978** | **12,015** |
| Cash and cash equivalents - beginning of the year | 22,752 | 10,738 |
| **Cash And Cash Equivalent - End of The Year** | **$ 49,730** | **$ 22,752** |

*The accompanying notes are an integral part of the financial statements.*

## Go Greek Yogurt World-Wide Franchising, LLC
## December 31, 2024 and 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. (90%) and Twenty4 Enterprises Ltd. (10%), a Cyprus Company). 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. Accounts Receivable

Accounts Receivable arise primarily from royalty fees and initial franchise fees 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. Management has determined that no allowance for doubtful accounts was necessary on December 31, 2024 and 2023.

#### D. Federal Income Taxes

We account for income taxes under the asset and liability method, which requires the recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements. Under this method, we determine deferred tax assets and liabilities on the basis of the differences between the financial statement and tax bases of assets and liabilities by using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date.

We recognize deferred tax assets to the extent that we believe that these assets are more likely than not to be realized. In making such a determination, we consider all available positive and negative evidence, including future reversals of existing taxable temporary differences, projected future taxable income, tax-planning strategies, and results of recent operations. If we determine that we would be able to realize our deferred tax assets in the future in excess of their net

recorded amount, we would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes.
We record uncertain tax positions in accordance with ASC 740 on the basis of a two-step process in which (1) we determine whether it is more likely than not that the tax positions will be sustained on the basis of the technical merits of the position and (2) for those tax positions that meet the more-likely-than-not recognition threshold, we recognize the largest amount of tax benefit that is more than 50 percent likely to be realized upon ultimate settlement with the related tax authority.

**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 our 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. Advertising and Marketing**

Advertising and marketing costs are charged to operations in the year incurred.

**H. 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-steps 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 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 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.

### 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.

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurements of Credit Losses on Financial Instruments. ASU 2016-13, along with subsequent clarifications and improvements (collectively, ASC 326), replaces the incurred loss impairment methodology in prior U.S. GAAP with a methodology that instead reflects a current estimate of all expected credit losses on financial assets, including receivables. ASC 326 requires that the Company measure and recognize expected credit losses at the time the asset is recorded, while considering a broader range of information to estimate credit losses including country specific macroeconomic conditions that correlate with historical loss experience, delinquency trends and aging behavior of receivables, among others. ASC 326 is effective for the Company beginning January 1, 2023. There was no impact on the Company's financial statements as a result of the implementation of this standard.

## 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, 2024 and 2023, 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, 2024, and 2023, the Company had approximately $49,730 and $22,752 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. ACCOUNTS RECEIVABLE

As of December 31, 2024 and 2023 the balance accounts receivable consisted of the following:

| | 2024 | 2023 |
|---|---|---|
| Franchise fee receivable | $ 265,100 | $ 13,500 |
| Royalty receivable | 12,049 | 7,100 |
| **Total Accounts Receivable** | **$ 277,149** | **$ 20,600** |

## 5. RELATED PARTY TRANSACTIONS

The Company has common ownership with GGY Intellectual Prop and GGY Holding Inc. During the years, related party transactions primarily consisted of payments made on behalf of the Company by these related parties. These payments covered expenses such as management fees, rent, advertising and marketing, legal and professional fees, and travel costs. As of December 31,2024, and 2023, the related party payable balances represent amounts due to the related parties for these expenses. Additionally, the related party receivable balance represents a non-interest-bearing loan advanced by the Company to its related parties, which will be paid within one year.

As of December 31, 2024 and 2023 Due from / to related parties consists of the following:

| | 2024 | 2023 |
|---|---|---|
| Due from related parties | $ 464,880 | $ - |
| Due to related parties | (7,600) | (8,000) |
| Management fees - related parties | 224,999 | 144,604 |
| Legal and professional - related parties | 113,000 | - |
| Advertising and marketing - related parties | 22,000 | - |
| Rent - related parties | $ 6,000 | $ 11,000 |

## 6. INCOME TAX

The following table shows the components of the deferred tax (assets) liabilities as of December 31, 2024 and 2023:

| | 2024 | 2023 |
|---|---|---|
| **Payable** | | |
| Federal | $ - | $ - |
| State | 2,138 | 800 |
| **Total Payable** | **$ 2,138** | **$ 800** |
| **Deferred Assets** | | |
| Federal - current | $ 8,045 | $ 40,026 |
| Federal - noncurrent | 15,482 | - |
| State - current | 245 | 1,995 |
| State - noncurrent | 1,962 | - |
| **Total deferred tax assets** | **$ 25,734** | **$ 42,021** |
| **Provision (Benefit) Current** | | |
| Federal | $ 706 | $ - |
| State | 2,138 | 800 |
| **Total Current** | **$ 2,844** | **$ 800** |
| **Provision (Benefit) Deferred** | | |
| Federal | $ 15,796 | $ (22,860) |
| State | (873) | (1,995) |
| **Total Deferred** | **$ 14,923** | **$ (24,855)** |
| **Total provision for (Benefit from) income taxes** | **$ 17,767** | **$ (24,055)** |

**Deferred tax assets are comprised of the following:**

| | | |
|---|---|---|
| Deferred tax asset - passive loss | $ 6,110 | $ 40,026 |
| Deferred tax asset - Deferred revenue -federal | 17,414 | - |
| Deferred tax asset - Deferred revenue -state | 2,210 | 1,995 |
| **Deferred tax asset** | **$ 25,734** | **$ 42,021** |

**Income tax expense (Benefit) consists of the following for the years ended December 31, 2024 and 2023:**

| | 2024 | 2023 |
|---|---|---|
| Income tax (expense) / refund | $ 2,844 | $ 800 |
| Deferred income tax (expense) / benefit | 14,923 | (24,855) |
| **Income tax expense** | **$ 17,767** | **$ (24,055)** |

## 7. 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:

| | 2024 | 2023 |
|---|---|---|
| Revenue recognized over time | $ 398,488 | $ 49,078 |
| Revenue recognized at a point in time | 208,038 | 123,112 |
| **Total Revenue** | **$ 606,526** | **$ 172,190** |

**Contract Balances**

The following table provides information about the change in the franchise contract liability balances during the years ended December 31, 2024 and 2023, respectively. Franchise contract liability is included in deferred revenue on the accompanying balance sheets.

| | 2024 | 2023 |
|---|---|---|
| Beginning balance | $ 82,922 | $ - |
| Additional deferred revenue | 1,047,000 | 132,000 |
| Revenue recognized – additional deferred revenue | (398,488) | (49,078) |
| **Deferred revenue** | **731,435** | **82,922** |
| Less: current maturities | (82,295) | (9,214) |
| **Deferred revenue, net of current maturities** | **$ 649,140** | **$ 73,708** |

## 8. ADVERTISING EXPENSES

Advertising costs for the years ended December 31, 2024 and 2023 were $29,980 and $14,206 respectively. These costs were expensed as incurred.

## 9. SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 17, 2025, 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

## OTHER AGREEMENTS

# 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, Inc.

### 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, Inc. ("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. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by

any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

## 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. Termination penalties are prohibited by law in the State of Indiana. Therefore, the Disclosure Document, the Franchise Agreement and Supplemental Agreements are amended to delete all references to any fees or other financial obligations that constitute termination penalties under Indiana law.

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.

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

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the Rev. April 2, 2024 time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

## 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. <u>Spousal Liability.</u>** 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. <u>Estimated Initial Investment.</u>** The franchisee will be required to make an estimated initial investment ranging from $291,750 to $960,300. This amount exceeds the franchisor's stockholders equity as of December 31, 2025, which is ($499,378)."

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

8. Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

9. Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act , it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

10. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

## 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. 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 .

10. 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 | ☐ Michigan | ☐ South Dakota |
| ☐ Hawaii | ☐ Minnesota | ☐ Virginia |
| ☐ Illinois | ☐ New York | ☐ Washington |
| ☐ Indiana | ☐ North Dakota | ☐ Wisconsin |
| ☐ Maryland | ☐ Rhode Island | |

Dated: ____________________, 202____

**FRANCHISOR:**

Go Greek Yogurt World-Wide Franchising, Inc.

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, Inc. ("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?<br>*[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")?<br>*[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)?<br>*[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? |

[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, Inc., a Delaware corporation ("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.

A. 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].

B. 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.

C. In consideration of our [consent to the transfer] [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. You, Owner and each of your officers, directors, employees, representatives, affiliates, successors and assigns ("Franchisee Parties") hereby release, acquit and forever discharge us, our affiliates, and our (and our affiliates') past and present owners, officers, directors, employees, representatives, successors and assigns ("Franchisor Parties") from all claims, liabilities, damages, expenses, actions or causes of action that any Franchisee Party may now have or 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: (a) execution, performance or breach of the Franchise Agreement; or (b) offer, sale or acceptance of franchise related thereto, including any disclosures or representations made in connection therewith. This release does not apply to any obligations contained in this Agreement.

   (a) 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 §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."

   [Clause (a) only applies for California franchisees; otherwise it is omitted]

   (b) Washington Franchise Law. This release does not apply to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

   [Clause (b) only applies for Washington franchisees; otherwise it is omitted]

2. Nondisparagement. Franchisee Parties agree not to: (a) disparage, or make false statements or negative comments regarding, a Franchisor Party; or (b) make any other statements to third parties intending to damage a Franchisor Party's business or reputation. The restrictions in this Section: (a) apply to all methods of communications, including online statements and social media posts; and (b) prohibit a Franchisee Party from indirectly violating this Section by influencing or encouraging a third party to engage in activities that would violate this Section if done by a Franchisee Party.

3. 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 or transferred, either voluntarily or by operation of law, any rights or claims against any Franchisor Party or any 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 Franchisor Party a legal

proceeding of any kind, including filing a claim or complaint with a state or federal court or regulatory agency, alleging a violation of any law or public policy or (ii) make any statements prohibited by §2; and (d) the persons identified as Owner on the signature page collectively own 100% of the legal and beneficial ownership interests in [Insert franchisee entity name].

4. Communications with Governmental Authorities. Nothing in this Agreement shall restrict or be deemed to preclude you from disclosing truthful information to governmental authorities in response to any request for information you receive from them.

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 is governed by the laws of the State of California

   (c) If either Party must institute legal action to enforce this Agreement, the prevailing Party is entitled to recover all of its reasonable costs and attorneys' fees from the non-prevailing Party.

   (d) This Agreement is binding on, and inures to the benefit of, the Parties and their respective executors, administrators, heirs, assigns and successors in interest.

   (e) This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof. This Agreement may not be modified except in a writing signed by both Parties.

   (f) Each section of this Agreement (and portion thereof) is severable. If any section (or portion thereof) is unenforceable, it shall not affect the enforceability of any other section (or portion thereof).

   (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 | August 6, 2025 (amended April 22, 2026) |
| 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, Inc. 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, Inc. 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 22, 2026

Go Greek Yogurt World-Wide Franchising, Inc.'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, Inc. |
| 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, Inc.)

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, Inc. 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.

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______________________________
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, Inc.)