FRANCHISE DISCLOSURE DOCUMENT

Maven Franchise Group, LLC
a Washington limited liability company
2351 S 200th St.
SeaTac, Washington 98198
(206) 295-8454
http://mavenmealsfranchise.com
https://mavenmeals.com

The franchise is for the establishment and operation of a meal preparation and delivery service operating under the Maven Meals trade name and business system and featuring an on-line ordering system for high quality, fresh-not frozen, healthy meals prepared at and delivered from authorized kitchen locations.

The total investment necessary to begin operation of a single Maven Meals Business ranges from $352,200 to $708,600. This amount includes approximately $45,300 to $47,600 that must be paid to us or our affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Heidi Finley at 2351 S 200th St., SeaTac, Washington 98198 and (206) 295-8454.

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. 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 franchising.

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

Date of Issuance: April 1, 2022

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits D and E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A 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 Maven Meals Business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Maven Meals franchisee?	Item 20 or Exhibits D and E lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation or litigation only in Washington. 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 franchisor in Washington 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."

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.

MAVEN MEALS
FRANCHISE DISCLOSURE DOCUMENT

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

The Franchisor

The Franchisor is Maven Franchise Group, LLC, referred to in this disclosure document as "we," "us," or "our." We refer to the person interested in buying a franchise as "you" or "your." If you are a corporation, partnership, limited liability company, or other entity, certain provisions of the Franchise Agreement will apply to your owners. These will be addressed in this disclosure document where appropriate.

We were organized in Washington as a limited liability company on December 11, 2020. We maintain our principal place of business at 2351 S 200th St., SeaTac, Washington 98198.

We do business under our corporate name and the trade name "Maven Meals." Our agents for service of process in the states that require franchise registration are listed in Attachment B.

We sell franchises for the establishment and operation of a meal preparation and delivery service (the "Maven Meals Business" or "Franchised Business") operating under the Maven Meals trade name and business system and featuring an on-line ordering system for high quality, fresh-not frozen, healthy meals prepared at and delivered from authorized kitchen locations ("Maven Meals Kitchens" or "Franchised Kitchens"). We began to offer franchises on April 16, 2021. We are not engaged in any other businesses and have never offered franchises in any other lines of business.

We do not operate any Maven Meals Businesses, but our affiliate, Household Maven, LLC ("Household Maven"), has operated a meal preparation and delivery business featuring on-line ordering since September 2011. Initially, the business was operated from a commercial kitchen, but in October 2013, Household Maven opened a shop that includes a Maven Meals Kitchen in Burien, Washington. Household Maven is a Washington limited liability company that was formed on July 1, 2011. Household Maven shares our principal business address. Household Maven has never offered franchises in any line of business and is not engaged in any other business activity.

Except as described above, we have no parents, predecessors or affiliates.

The Franchise

We offer franchises for Maven Meals Businesses to qualified applicants. The Franchise Agreement (Exhibit C to this disclosure document) gives you the right to establish and operate one Maven Meals Business at a specified location within a protected Delivery Area.

Maven Meals Businesses operate under the Maven Meals trademarks and service marks, including the mark "MAVEN MEALS" and other trade names, trademarks, service marks, logos, emblems, and other indicia of origin that we authorize in writing (the "Marks").

Maven Meals Businesses use a distinctive system of operation (the "System") that includes methods and procedures for the establishment, management, and operation of a Maven Meals Business, our confidential information (including confidential and proprietary technology), our manuals, the Marks, and other business standards and policies. The distinguishing characteristics of the System include the on-line ordering system; website design; Franchised Kitchen design and layout; special recipes and menu items; uniform standards, specifications, policies, and procedures for ordering, delivery, meal preparation, operations, inventory, management, and financial controls; quality and consistency of the products and services offered; training and assistance; and advertising and promotional programs, all of which we may change, improve, further develop, or otherwise modify.

Maven Meals Businesses offer customers the ability to place weekly on-line orders for freshly-prepared meals selected from the posted menus. All customers will initially log into the primary Maven Meals Website and will be directed, based on zip code, to the appropriate franchise-specific site, each of which is a subdomain of the Maven Meals Website ("Franchise Website"), for meal selection, order preparation, delivery and payment.

Under the Franchise Agreement, you must have an individual who satisfies our qualifications as your "Operating Principal." Your Operating Principal is the main person responsible for your business. If you are an individual, you will be the Operating Principal. If you are not an individual, your Operating Principal must maintain a 10% or greater equity interest in you. The Operating Principal must be empowered with the sole authority to act for you and on your behalf. If you or your affiliates operate multiple Maven Meals Businesses, you must designate the same person to serve as the Operating Principal under all Franchise Agreements between you and your affiliates and us.

We will require your Operating Principal, and may require some or all of your other direct and indirect owners, (each, a "Guarantor") to sign a Guarantee and Assumption Agreement (Exhibit A-1 to the Franchise Agreement) ("Guaranty"), jointly and severally guaranteeing all of your obligations, covenants and agreements under the Franchise Agreement. Any owner that is not required to sign the Guaranty must sign an Owners' Assumption Agreement (Exhibit A-2 to the Franchise Agreement) agreeing to comply with the confidentiality, noncompetition, transfer and other ancillary covenants included in the Franchise Agreement.

Competition

The market for meal preparation and delivery services is well-established and highly competitive. There is active price competition, as well as competition for management personnel and for suitable sites for commercial kitchens. You must expect to compete with other meal preparation and delivery businesses, as well as with restaurants that provide meal delivery services and offer a wide variety of menu items and alcoholic and non-alcoholic beverages. Competitors may be locally-owned or large, regional or national businesses.

Industry Specific Regulation

The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and state and local health departments administer and enforce laws and regulations that govern food preparation and service and sanitary conditions. State and local agencies may inspect your Franchised Kitchen to ensure that it complies with these laws and regulations. The federal Clean Air Act and various implementing state laws require certain state and local areas to meet national air quality standards limiting emissions of ozone, carbon monoxide, and particulate matters, including caps on omissions from commercial food preparation. Some areas have also adopted or are considering proposals that would regulate indoor air quality.

You may also be required to comply with "Truth in Menu" laws and regulations concerning menu item names, product labeling, nutritional claims, and other requirements. You must also comply with the Americans with Disabilities Act (ADA), OSHA, the Patriot Act and other local, state and federal laws which apply to business in general.

You should consider these and all other applicable laws and regulations when evaluating your purchase of a franchise. It is your responsibility to abide by all applicable laws, rules and regulations.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer: Heidi Finley

Heidi Finley has been our Chief Executive Officer since our formation in December 2020. Heidi has also served as the Chief Executive Officer of our affiliate, Household Maven, LLC ("Household Maven"), in SeaTac, Washington, since July 2011.

Director of Culture & Training: Kimberly Hazzard

Ms. Hazzard has been employed by our affiliate, Household Maven, in SeaTac, Washington since November 2014, first as Catering Manager (from November 2014 until July 2017) and most recently as General Manager (from July 2017 to the present). Ms. Hazzard will conduct franchisee training for us.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Unless otherwise indicated below, all fees and costs are non-refundable and are imposed uniformly on all franchisees.

Initial Franchise Fee

You must pay us a non-refundable initial franchise fee of $40,000 when you sign the Franchise Agreement.

Veterans' Discount

We offer a discount of $5,000 off the initial franchise fee of $40,000 for the first Franchise Agreement entered into by military veterans who have a certified DD214 issued by the U.S. Department of Defense, as long as the qualifying veteran owns 25% or more of the franchisee.

Associate Discount

We offer a discount of $5,000 off the initial franchise fee of $40,000 for the first Franchise Agreement entered into by any associate employed by a Maven Meals Business who has worked in a Maven Meals Business for a minimum of two years and who has received a written endorsement from the franchise owner, as long as the associate owns 25% or more of the new franchisee.

Franchise Website Set-Up Fee

You will operate your Maven Meals Business using a franchise-specific website or "Franchise Website" which will be a subdomain of the primary Maven Meals Website. When you sign the Franchise Agreement, you must pay us a non-refundable fee in the amount of $1,300 to $2,600 to set up your Franchise Website.

Site Evaluation Fee

We (or someone we designate) will conduct one on site-evaluation at no additional charge. If you request additional on-site evaluations, you must pay our then-current site-evaluation fee (currently, $350 per day per visit) and reimburse all expenses incurred by us (or the person designated by us) for such visit. Expenses may include the cost of travel, lodging and meals.

Opening Training Team

For the opening of your first Maven Meals Business we provide an Opening Training Team for on-site pre-opening and opening training, supervision, and assistance for approximately 10 days at no additional cost to you. We will determine the time period during which assistance will be provided based on our assessment of your operational requirements. The number of Opening Training Team representatives will be one unless we determine that additional representatives are required. If you ask us to provide additional opening training and we agree to do so, you must reimburse us for our costs as follows: (a) a per diem rate (currently $350 per day per trainer) for each member of the Opening Training Team, and (b) the actual additional cost of travel, food, lodging, local transportation, and reasonable incidental expenses incurred by the Opening Training Team members (including any fees associated with travel changes if additional training is requested after travel has been booked).

Opening Extension Fee

We may provide you a 30-day extension to open your Maven Meals Business. If you wish to acquire an extension, you must submit your request to us in writing no later than 45 days before the Opening Date deadline. If we grant your request, you must pay us a $5,000 extension fee. The extension fee will not be reduced on a pro rata basis. You must follow the same process for any additional extensions you request, which we may or may not grant, in our sole discretion.

ITEM 6
OTHER FEES

Type of Fees[1]	Amount	Due Date	Remarks
Royalty Fee	6% of Gross Sales[2]	On or before each Wednesday during the Term for the preceding week of operation[3]	You must pay the Royalty Fee by electronic funds transfer.

Type of Fees[1]	Amount	Due Date	Remarks
Technology Fee	Currently, $100 per week Maximum, $300 per week	On or before each Wednesday during the Term	You must pay the Technology Fee by electronic funds transfer. The Technology Fee defrays the costs of certain technology-related expenses we incur (including maintenance of and improvements to the proprietary back office system we call Kumquat and your allocable share of the OnFleet route optimization software). We may increase the Technology Fee on 30 days' prior written notice but not in excess of $300 per week.
Brand Development Fund Contribution	Currently, 1% of Gross Sales Maximum, 3% of Gross Sales	On or before each Wednesday during the Term for the preceding week of operation	You must make the Brand Development Fund contribution by electronic funds transfer. We may modify the required contribution to the Brand Development Fund but not in excess of 3% of Gross Sales.
Local Marketing	2% of Gross Sales	Monthly	You must spend at least 2% of Gross Sales each month on Local Marketing and submit a substantiating report to us. If you do not submit the report or do not spent the required amount, we may require you to pay us an amount equal to the required expenditure. We will refund the payment if we receive evidence that you have subsequently spent the required amount on Local Marketing, but if we have not received such evidence within 30 days after our receipt of the payment, we will contribute any remaining balance of the payment to the Brand Development Fund.

Type of Fees[1]	Amount	Due Date	Remarks
Coop Marketing	Currently, none	NA	If we establish a local marketing cooperative that includes your Delivery Area, you must participate and contribute an amount equal to some or all of the required Local Marketing spend. We will credit the amount you are required to contribute against your Local Marketing obligation.
Marketing & Promotional Materials	Our cost of acquisition or development and/or placement, plus a reasonable fee to cover our administrative and other related expenses.	When billed	We typically fund the production of marketing and promotional materials using the Brand Development Fund. If you ask us to produce materials specific to your Maven Meals Business and we agree to do so, you will be responsible for all related expenses.
Supplier Review	General: $1,000 initial payment plus any actual costs of review in excess of $1,000 Partners Menu (comprised of locally sourced items and specific to each Franchised Business): No initial payment but actual costs of review	Initial payment upon submission of request and any balance within 30 days from invoice date	If you ask us to review a new supply source, you must pay our costs, including our administrative expenses and the cost of any tests of the supplier's products and inspections of its facilities. If we approve the supplier for the entire franchise system, we may refund some or all of your initial payment.
Audit Fee	Cost and expenses of audit, plus interest	When billed	Payable only if an examination or audit shows you have understated any amount owed to us by 2% or more. Audit costs include reasonable accounting and attorneys' fees and costs.
EFT Service Charge	An amount equal to the bank's service charge	As required	If an EFT is denied for any reason, you must pay any bank service charge.
Interest	18% per year or the maximum lawful rate	On demand	We may charge interest on all overdue amounts.

Type of Fees[1]	Amount	Due Date	Remarks
Late Fees	$200 for each delinquent report or payment	On demand	We may charge a late fee for any delinquent amounts due under the Franchise Agreement.
ServSafe Manager Certification	$160 per person	Before Initial Training	ServSafe certification is required to attend the Initial Training Program
On-Going Training	As applicable, a convention fee (currently, $1,000), or for other types of on-going training, our then-current per diem (currently $350 per day per trainer) plus our costs of travel, lodging, and meals	As required	We require on-going training of up to 5 days a year. The ongoing training may be conducted at a location of our choosing and may include a convention, regional meetings or specific training courses. You must also pay the wages and expenses of your personnel attending training.
Quality Assurance	A reasonable fee (currently $250)	Quarterly	We apply this fee to defray the costs of any third-party engaged to conduct inspections of your Franchised Kitchen.
Remedial Training	Then-current per diem rate (currently $350 per day per trainer) plus your expenses if remedial training is conducted at our company kitchen, or our costs of travel, lodging, and meals if remedial training is conducted at your Franchise Location.	When billed	If you ask or we believe it is appropriate, we will (subject to availability) provide trained representatives to conduct remedial training.

Type of Fees[1]	Amount	Due Date	Remarks
Transfer Fee	$1,500 for (a) transfers of ownership interests that will not result in a change of Control or (b) the assignment of the Franchise Agreement to an entity formed solely for convenience of ownership if the original franchisee owns all the ownership interests in the entity (or, if franchisee is more than one individual, each individual has the same proportionate ownership interest in the entity as he or she had in franchisee before the transfer). All other transfers: 75% of the then-current initial franchise fee (or 50% if the transfer is to an individual or entity that owns another Maven Meals Business).	Upon application for consent to transfer	If a transfer does not occur for any reason, we will refund any remaining balance of the transfer fee after deducting our costs and expenses incurred in connection with the transfer request.
Renewal Fee	$2,500 or any greater amount required to reimburse us for our out-of-pocket expenses	30 days before the end of the expiring term.	Our out-of-pocket expenses include reasonable accountants' and attorneys' fees.
Relocation Fee	50% of the then- current initial franchise fee	Upon our approval to relocate your Maven Meals Business.	Your Delivery Area may be modified as deemed appropriate by us in our sole discretion.
Securities Offering Fee	Our reasonable costs and expenses associated with the proposed offering	When billed	We limit our review to the manner in which the offering materials treat our relationship with you.
Indemnification	Varies according to loss	On demand	You must indemnify us when certain of your actions result in loss to us.
Insurance Fee	A reasonable amount based on our expenses	On demand	If you fail to maintain the required insurance, we may (but need not) obtain it for you. If we do, we will charge you a fee, plus our expenses.

Type of Fees[1]	Amount	Due Date	Remarks
De-Identification Fee	A reasonable fee based on our expenses.	On demand	If you fail to de-identify the Franchised Kitchen after the Franchise Agreement terminates or expires, we may make the necessary changes at your expense.
Enforcement Costs	Will vary	As incurred	You must pay our costs of enforcement (including attorneys' fees and costs) if you do not comply with the Franchise Agreement.
Temporary Management Assistance	Reasonable fee of no less than 10% of Gross Sales during any interim management period	On demand	If we have given you notice that you are in default under the Franchise Agreement, then we or our designee may assume interim management of your Maven Meals Business during the pendency of any cure period or in lieu of immediately terminating the Franchise Agreement.

Notes:

(1) All fees and expenses described above are non-refundable and, unless otherwise indicated, are imposed uniformly by, and are payable to, us. Unless we have noted differently, we may increase these amounts based on changes in market conditions, our cost of providing services, and/or future policy changes, but we have no present plans to increase any fees.

(2) Gross Sales is the total selling price of all services and products, and all income of every other kind and nature related to the Franchised Business (including delivery fees, income related to any authorized catering operations and special events and any proceeds from business interruption or other loss of income insurance), whether for cash or credit, and regardless of collection in the case of credit. "**Gross Sales**" does not include (i) sales taxes that you collect from customers of the Franchised Business, if the taxes are actually transmitted to the appropriate taxing authority; (ii) tips or gratuities paid directly to your employees by customers of the Franchised Business or paid to you and turned over by you to your employees in lieu of direct tips or gratuities; (iii) returns to shippers or manufacturers; and (iv) proceeds from isolated sales of trade fixtures not constituting any part of the products and services offered for sale by the Franchised Business or having any material effect upon the ongoing operation of the Franchised Business. Proceeds from the sale of coupons, gift cards, gift certificates or vouchers will not be included in Gross Sales when the coupons, gift cards, gift certificates or vouchers are sold; rather, the retail price of services and products purchased with coupons, gift cards, gift certificates or vouchers will be included in Gross Sales during the period in which the coupon, gift card, gift certificate or voucher is redeemed. You will include in Gross Sales the proceeds related to coupons, gift cards, gift certificates, or vouchers sold or distributed by other Maven Meals Businesses and honored by you in accordance with Section 9.C. of the Franchise Agreement.

(3) The Franchised Business's first week of operation will begin on the Opening Date and will end on the following Sunday, and each subsequent week will begin on Monday and conclude on the following Sunday.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Actual or Estimated Amount Low - High	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	$40,000	Lump Sum	On execution of Franchise Agreement	Us
Design and Architectural Fees	$5,000 to $10,000	As Arranged	As Arranged	Engineers and Architects
Leasehold Improvements(1)	$25,000 to $100,000	As Arranged	As Arranged	Contractor
Equipment, Furniture, Fixtures, and Signage(2)	$150,000 to $350,000	As Arranged	As Invoiced	Suppliers
Computer Systems (including Franchise Website Set-up Fee)(3)	$5,300 to $7,600	As Arranged	Franchise Website Set-up Fee - On execution of Franchise Agreement Other Costs - As Invoiced	Us Suppliers
Business Licenses and Permits(4)	$1,000 to $2,000	As Arranged	As Invoiced	Government Agencies, Lawyers, Other Third Parties
Initial Training Costs(5)	$25,000 to $30,000	As Arranged	As Invoiced	Employees and Suppliers
Initial Inventory and Supplies(6)	$4,500 to $7,500	As Arranged	As Invoiced	Suppliers
Professional Services(7)	$1,500 to $3,500	As Arranged	As Arranged	Accountants, Lawyers, Architect, etc.
Initial Launch Campaign(8)	$5,000	As Arranged	As Arranged	Suppliers
Facility Occupancy Costs(9)	$8,000 to $16,000	As Arranged	As Arranged	Lessor

Type of Expenditure	Actual or Estimated Amount Low - High	Method of Payment	When Due	To Whom Payment is to be Made
Utility and Security Deposit	$3,000 to $9,000	As Arranged	As Arranged	Lessor/Utility Providers
Company Vehicle (including vehicle wrap)(10)	$28,500 to $35,500	As Arranged	As Arranged	Seller/Lessor
Insurance(11)	$4,200 to $8,500	As Arranged	As Arranged	Insurance Broker
Additional Funds – 3 month period(12)	$46,200 to $84,000			
TOTAL(13)	$352,200 to $708,600			

Notes:

(1) The typical Maven Meals Kitchen contains approximately 2.500 square feet (plus an external walk-in refrigeration unit with access through the kitchen) to 3,000 square feet. Franchised Kitchens must be commercially zoned and may be freestanding or located in shopping centers or warehouses. The cost of leasehold improvements will be affected by various factors like the location of the Franchised Kitchen and local market conditions. The estimates assume that the landlord will provide connections to adequate electrical, gas, water and sewage service. They do not include any allowance for landlord contributions to leasehold improvements. If your landlord contributes to the cost of finish-out, total leasehold improvement costs will be reduced. These estimates may vary substantially based on your ability to negotiate with your landlord or general contractor, as well as on local commercial leasing and labor rates, the availability and prices of materials, and other local conditions.

(2) These amounts include the cost of furniture, fixtures, equipment, decor items and signage for your Maven Meals Business.

(3) These amounts include the cost of the computer hardware and software for your Maven Meals Business, as well as the cost of the Franchise Website Set-up Fee.

(4) This amount represents the estimated cost of health and various operating licenses required at the local, regional, or state level.

(5) Your Operating Principal, General Manager, and Kitchen Lead must successfully complete our initial training program at least 30 days before the Opening Date. Training will be conducted at locations that we designate. Initial training for your Operating Principal, General Manager, and Kitchen Lead is provided at no additional charge. You are responsible for any and all expenses incurred in connection with any initial training, including the costs of travel, lodging, meals, and wages incurred by you and those of your employees required to attend such trainings.

(6) We estimate that this range will cover the cost of initial inventory and supplies for approximately the first 7 to 10 days of operations.

(7) This estimate includes the costs to establish your franchisee entity and to have the franchise documentation reviewed. It also includes the cost of hiring a company that specializes in helping meal preparation and delivery business operators submit and obtain licenses and permits. The cost of professional services can vary widely.

(8) You must carry out an initial launch campaign for your Maven Meals Business beginning at least 14 days before the Opening Date and continuing for a minimum of four weeks after the Opening Date. Your initial launch campaign must be in compliance with our written specifications. We must approve all advertising items, methods, and media.

(9) This estimate for leasing the Franchise Location. We cannot estimate the cost of purchasing a site for your Franchised Kitchen.

(10) This estimate represents your cost to lease or purchase a delivery vehicle and to apply our custom vehicle wrap. In considering whether to lease the vehicle, you should consider, among other things, the possibility of excess mileage charges and the cost of another vehicle wrap if you surrender the vehicle at the end of the lease term. The vehicle wrap represents approximately $1500 to $2500 of the total cost.

(11) This amount represents an estimate of the down payment on your annual insurance premiums. You must obtain the insurance coverage described in the Franchise Agreement. We must be named as an additional insured on these policies. Your cost of insurance may vary depending on the insurer, the location of your Franchised Kitchen, your claims history, and other factors.

(12) You will need additional funds during the start-up phase of your Maven Meals Business to pay employees, purchase supplies and pay other expenses, such as monthly rent and security deposits. We estimate the start-up phase to be three months from the date you open for business. These amounts do not include any estimates for debt service, or the ongoing royalty and other related fees described in Item 6 of this disclosure document. These figures are estimates, and you may have additional expenses. We relied on the experience of Household Maven to compile these estimates. You should review these figures carefully with your business advisor.

(13) If you open a Maven Meals Kitchen that has more square footage than our prototype, you should expect these costs to increase. These figures do not include shipping, installation, or any applicable federal or state sales tax. Your initial investment will also vary considerably depending on the method and amount of financing that you use. You should review these figures carefully with a business advisor before making a final decision.

We do not offer any financing for your initial franchise fee or any portion of your initial investment. Unless otherwise stated, the amounts described above are not refundable.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases

Except as stated below, you generally have no obligation to purchase or lease from us, our affiliates, or other designated or approved third-party suppliers any of the products, services, supplies, fixtures, equipment (including computer hardware and software and electronic cash register systems), inventory, or real estate used in establishing or operating your Maven Meals Business.

Franchise Website

You must operate your Maven Meals Business using a Franchise Website which is a subdomain of our primary Maven Meals Website.

Computer Software

You must obtain the computer software we require to fulfill and track customer orders using the Maven Meals on-line ordering system and to manage the Maven Meals Business. We are the sole supplier of the proprietary back office technology we call Kumquat which facilitates the administrative, logistical, and operational activities of the Maven Meals Business. Kumquat administers customer orders, manages meal quantity and packaging information, and interfaces with OnFleet, the route optimization program used by Maven Meals Businesses. We provide Kumquat to you at no additional charge, but we may use the Technology Fee to maintain and improve Kumquat. We contract directly with the third party supplier of the OnFleet software and administer payments due to the supplier under the master license. We may use a portion of the Technology Fee to pay the supplier, or reimburse us for payment of, your allocable share of the payments due under the master license. You must also obtain the following additional required software directly from our approved third party suppliers: Shopify (the backend ecommerce platform for financial reports and order management), Galley (for kitchen and recipe management), Quickbooks Online (for bookkeeping), Qvinci (for financial reporting), Slack (for internal communications), and GSuite (for emails, calendar, online documents and related functions).

Gift Cards

You must participate in our digital gift card program using Shopify's Rise.ai application.

Bookkeeping and Financial Reporting Standards and Services

You must use the standard chart of accounts and income statement and balance sheet formats that we require. For the first full calendar year after you begin operations, you must engage one of the independent third-party accounting firms included in our preferred list of accounting firms to maintain the books, records and accounts of your Maven Meals Business and to prepare the financial reports required by the Franchise Agreement. After the first year, you may engage another qualified independent third-party accounting firm as long as you continue to comply with all financial recordkeeping and reporting requirements, including continued use of the standard chart of accounts and income statement and balance sheet formats.

Proprietary Recipes

You will be required to sell certain menu items that are prepared from our highly confidential secret recipes.

Food and Beverage Items

You must obtain all food and beverage items, including ingredients, solely from suppliers we approve as demonstrating, to our continuing reasonable satisfaction, the ability to meet our then-current standards.

Furniture, Fixtures, and Decor

You must purchase all furnishings, equipment decor items, signs, delivery and catering vehicles and related items from a supplier we designate or approve.

Advertising and Promotional Materials

Unless otherwise approved by us, all advertising, promotional and marketing materials and programs used for Local Marketing will be developed by us using the Brand Development Fund and will be made available to you at no additional cost. However, if you request, and we agree to produce, Local Marketing materials specific to your Maven Meals Business, you will be responsible for all related expenses. Any advertising, promotion, and marketing you conduct must be completely clear and factual and not misleading and must conform to the highest standards of ethical marketing and the promotion policies that we prescribe periodically.

Proprietary and Branded Products

We may in the future develop proprietary or branded seasonings, mixes, sauces, and other products. If we do, you may be required to purchase all of your requirements for these items from suppliers that we designate or approve, which may include us or our affiliates.

Approved Suppliers

If we have approved suppliers (including manufacturers, distributors, and other sources) for any food and beverage items, ingredients, supplies, packaging, materials, fixtures, furnishings, equipment, computer systems, and other items used or offered for sale by your Maven Meals Business, you must obtain these items from those suppliers. Approved or designated suppliers are those who demonstrate the ability to meet our then-current standards and specifications, who have adequate quality controls, and whom we have approved in writing and have not later disapproved. We may change the number of approved suppliers at any time or approve or disapprove any suppliers at any time. We may designate ourselves or our affiliates as approved or designated suppliers of any item.

If we require that an item be purchased from an approved supplier and you wish to purchase it from a supplier we have not approved, you must submit to us a written request for approval. Except for requests to approve suppliers or items associated with the Partners Menu, all requests must be accompanied by an initial payment of $1,000 to defray the cost of our review. We have no obligation to refund all, or any portion, of the $1,000 payment, whether or not we approve the request, but may, in our discretion, elect to refund some or all of the payment if the alternative supply source is approved for use by all franchisees operating under the System. If our actual costs of reviewing a request for approval of an alternative supply source (including any costs related to testing and research related to such request) exceeds the initial payment of $1,000, you must reimburse us for all such excess costs within 30 days after receipt of an invoice requesting reimbursement for such costs from us. If the request is to approve a supplier or item associated with the Partners Menu, you will not be required to make the initial $1,000 payment but will be required to reimburse us for our actual expenses incurred in connection with its review of your request. You must not purchase or lease the item from the supplier until and unless we have approved the item, service or supplier in writing.

We have the right to require you to submit information, specifications, and samples to us to enable us to determine whether the item complies with our standards and specifications and that the supplier meets our criteria. We also have the right to inspect the supplier's facilities and to have samples from the supplier delivered to us or to an independent laboratory we designate for testing. We may condition our approval of a supplier on requirements relating to product quality, prices, consistency, reliability, financial compatibility, labor relations, client relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints), or other criteria. We will notify you within 60 days of your request as to whether you may purchase products from the proposed supplier. We may re-inspect the facilities and products of any approved supplier, and we may revoke our approval upon the supplier's failure to continue to meet any of our then-current criteria. If we revoke our approval of any supplier, you must promptly discontinue use of that supplier. You must reimburse us for the costs that we incur in the supplier approval process. Nothing requires us to approve any particular supplier, and we are not required to notify you of our approval or disapproval within any specified period of time. Our specifications for products and criteria for supplier approval are generally issued through written communications and are available to franchisees and approved suppliers.

Heidi Finley, our Chief Executive Officer, is our sole owner and the sole owner of Household Maven. As described in this Item 8, we are currently the only approved supplier of Kumquat and all local marketing materials. Except for this ownership interest in us and our affiliate, none of our officers owns an interest in any privately-held suppliers, or a material interest in any publicly-held suppliers, of the Maven Meals franchise system. From time to time, our officers may own non-material interests in publicly-held companies that may be suppliers to our franchise system.

Purchases According to Specifications

You must comply with all of our standards and specifications relating to the purchase of all food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment, computer systems, and other products used or offered for sale by your Maven Meals Business. Additionally, the following must comply with our specifications:

Site Selection and Construction

You must locate a site for the Franchised Kitchen that satisfies our site selection guidelines, obtain our written approval of the site before you acquire it, and obtain our consent to any contract of sale or lease for the Franchise Location before you sign it. As a condition to our consent, you and the landlord must sign a rider to the lease (or, in our discretion, another writing) that includes substantially the same terms and conditions in the Lease Rider attached as an exhibit to the Franchise Agreement.

Insurance

You must obtain the following minimum insurance coverage 30 days before the earlier of the time that you begin operating your Maven Meals Business or the date that the lease for the Franchise Location becomes effective. Policies must be written by a responsible insurance carrier rated "A-VII" or better by the A.M. Best Company, Inc. and that is acceptable to us. At a minimum, you must carry (i) comprehensive general liability insurance for bodily injury and property damage in the amount of $1,000,000 per occurrence and $2,000,000 aggregate, with no exclusion for third party delivery services; (ii) automobile liability coverage for all owned, non-owned and rented vehicles used in the operation of your Maven Meals Business, with coverage in amounts not less than $1,000,000 combined single limit (not included with general liability coverage) and no exclusion for delivery; (iii) worker's compensation in amounts required by applicable law in the state where your Maven Meals Business is located and employer's liability insurance of $1,000,000 by accident, $1,000,000 by disease and $1,000,000 by disease each accident (stop gap coverage); (iv) umbrella liability coverage of $1,00,000,000 in excess of all other liability policies; (v) property insurance for 100% of the replacement cost of all furniture, fixtures, equipment, inventory, building (if applicable) and tenant buildout for your Maven Meals Business; (vi) business income and extra expense coverage for actual losses sustained for 12 months or at least 50% of annual sales, if not available, and an extended period of indemnity for not less than 180 days; (vii) employment practices liability insurance of at least $1,000,000 aggregate including third party coverage and wage and hour defense costs of $100,000 naming us as co-defendant; (viii) cyber liability coverage of $1,000,000 for all first and third party data breaches including identity thefts, phishing attacks, social engineering, ransomware and data response/crisis management expenses; (ix) trade name restoration coverage of $500,000 per location to pay for lost profit from an actual or alleged contamination claim; and (x) any other insurance required by the state or locality in which your Maven Meals Business is situated. Additional insurance coverages and higher policy limits may specified by us from time to time in writing.

Purchasing Arrangements

Neither we nor our affiliates had any revenues from the sale of products or services to franchisees in the last fiscal year, nor did we or our affiliates receive payments from any designated sources because of transactions with franchisees.

We (i) may change the number of approved suppliers at any time and may designate ourselves, an affiliate, or a third party as the exclusive source for any particular item, (ii) may profit from your purchases from designated or approved suppliers, and (iii) we and/or our affiliates may receive payments, fees, commissions, or reimbursements from such suppliers in respect of your purchases (including, without limitation, for products and services we or our affiliates provide to you and by suppliers that we designate or approve for some or all of our franchisees). We may, but are not required to, refund such amounts to you or contribute such amounts to the Brand Development Fund. We also may retain such amounts for our own use in our sole discretion, notwithstanding any designation by the supplier or otherwise. Contributions of any rebates or credits to the Brand Development Fund will not reduce your obligation to make the contributions to the Brand Development Fund provided for in the Franchise Agreement.

We may negotiate certain purchase arrangements (including price terms) with suppliers for the benefit of our franchisees. In doing so, we seek to promote the overall interests of our franchise system and our interests as the franchisor. If we negotiate a purchase agreement, you must participate in the purchasing program. We do not provide material benefits to franchisees based upon their use of designated or approved suppliers. There are currently no purchasing or distribution cooperatives for the System.

Estimated Proportion of Required Purchases and Leases to all Purchases and Leases

We estimate that your total initial required purchases will range between 2% and 4% of the cost of your initial purchases or leases (not including the initial franchise fee). We estimate your required purchases for the operation of the Franchised Business will range between 37% and 42% of your annual purchases or leases. The majority of these required purchases will be from third parties under our specifications.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Section 3, Exhibit C and Exhibit E	Items 8 and 11
b. Pre-opening purchases/leases	Sections 3, 8, 9, and 13	Items 5, 6, 7, 8, and 11

Obligation	Section in Franchise Agreement	Disclosure Document Item
c. Site development and other pre-opening requirements	Section 3, 7, and 8	Items 1, 7, 8, and 11
d. Initial and ongoing training	Sections 6.B. and 8.A.	Items 6, 7, and 11
e. Opening	Sections 3, 9.A. and Exhibit C	Items 7 and 11
f. Fees	Sections 5 and 9	Items 5, 6, 7, and 11
g. Compliance with standards and policies/operating manual	Sections 3, 4, 7,8, 9, 10, 11, 12, and 13	Items 8, 11, 14, and 16
h. Trademarks and proprietary information	Sections 10 and 11 and Exhibit B	Items 11, 13, and 14
i. Restrictions on products/services offered	Section 8	Items 8 and 16
j. Warranty and customer service requirements	Section 8.H.	Item 16
k. Ongoing product/service purchases	Sections 8 and 9	Items 6, 8, 11, and 16
l. Maintenance, appearance and remodeling requirements	Sections 4 and 8	Item 8
m. Insurance	Section 13	Items 7 and 8
n. Advertising	Section 9	Items 6, 8, and 11
o. Indemnification	Section 16	Item 6
p. Owner's participation/ management/staffing	Sections 7 and 8	Items 1, 11, and 15
q. Records and reports	Sections 3, 5, 9, and 13	Item 8
r. Inspections and audits	Sections 3, 6, 8, and 12	Items 6, 8, and 11
s. Transfer	Section 15	Items 6, 12, and 17
t. Renewal or extension of rights	Section 4	Items 6, 12, and 17
u. Post-termination obligations	Section 19	Item 17
v. Noncompetition covenants	Section 11 and Exhibit B	Item 17
w. Dispute resolution	Sections 20.F. and 20.G.	Item 17

ITEM 10
FINANCING

We do not offer direct or indirect financing, and we do not guarantee your notes, leases, or other 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.

Pre-Opening Obligations: Before you open your Franchised Business, we or our designee will:

1. Provide you our written site selection guidelines to assist you in selecting a site that meets our criteria. (Franchise Agreement, Section 3.A.)

2. Provide you access to the Manuals, the current table of contents of which is attached as Exhibit C. We may revise the contents of the Manuals at any time. (Franchise Agreement, Section 6.A.)

3. Provide you a list of any approved suppliers. (Franchise Agreement, Section 6.G.)

4. Conduct an initial training program. (Franchise Agreement, Section 6.B.)

5. Provide you on-site pre-opening and opening training, supervision and assistance, and provide the Opening Training Team. (Franchise Agreement, Sections 6.C. and 8.A.)

Continuing Obligations: During the operation of your Franchised Business, we will:

1. Provide continuing access to the Manuals. (Franchise Agreement, Section 6.A.)

2. Establish and administer the Brand Development Fund. (Sections 6.E. and 9)

3. Provide advertising, marketing and promotional materials for Local Marketing. You may be required to pay a charge for Local Marketing materials specific to your Maven Meals Business. (Franchise Agreement, Sections 6.D. and 9.)

4. Give you any advice and written materials we may develop on the techniques of managing and operating your Maven Meals Kitchen. (Franchise Agreement, Section 6.F.)

5. Give you updated lists of approved suppliers as we deem appropriate. (Franchise Agreement, Section 6.G.)

6. Provide additional training programs (including conferences and seminars) at our option. (Franchise Agreement, Sections 6.B. and 8.A.)

Site Selection and Typical Length of Time Before Opening

Within 90 days after the Franchise Agreement is fully executed, you must have selected a site for the Franchised Kitchen that meets our site selection guidelines and must have obtained our consent to that site. If we do not consent to a proposed site, we are not responsible for any costs you may have incurred.
We will provide you with information containing our written site selection guidelines and any other site selection counseling and assistance that we think is advisable. You must evaluate the demographics of the market area (including the population and income level of residents in the market area), and the size and other physical attributes of the location and must provide a Site Consent Package (including, among other

things, a test fit design) to us for review. Factors we consider when evaluating your proposed site include, among others: demographics, population, median income, median age, and median home value. We may also conduct on-site evaluations.

You must purchase or lease the site for the Franchised Kitchen, at your expense, within 90 days after we consent to the site. At least 10 business days before the proposed signing date, you must submit to us for review and obtain our consent to any contract of sale or lease for the site before you sign it.

We estimate that it will be approximately three to six months from the time you sign the Franchise Agreement to the time your Maven Meals Kitchen begins operations. This time may be shorter or longer depending on the time needed to obtain a site and any necessary financing, permits and licenses; to complete construction or remodeling; and other relevant factors. You must open the Maven Meals Kitchen and begin business within 270 days after the date the Franchise Agreement is fully signed, unless you apply for, and we grant you, a written extension. Before opening your Operating Principal, General Manager, and Kitchen Lead must have completed the initial training described below.

Your failure to acquire a site, complete construction and training, and open your Maven Meals Kitchen for business within the time and in the manner required by the Franchise Agreement is a material default for which we may terminate the Franchise Agreement.

Advertising

Initial Launch Campaign

You must spend an amount required by us (currently a minimum of $5,000) to conduct a marketing and promotional campaign in the Delivery Area announcing the opening of your Maven Meals Kitchen. The initial launch campaign must begin at least 14 days before the opening of your Maven Meals Kitchen and continue for a minimum of four weeks. You must submit to us, for our approval, the proposed initial launch plan within a reasonable period of time (not less than one month before commencement of the initial launch campaign). We expect that you will administer the initial launch campaign directly, but at our election, you must provide us with the funds for the initial launch campaign and we will disperse the funds on your behalf in accordance with the approved initial launch plan. (Franchise Agreement, Section 9.A.)

Local Advertising

We will develop all advertising, promotional and marketing materials and programs used for Local Marketing using the Brand Development Fund and will make the materials available to you at no additional cost. However, if you request, and we agree to produce, Local Marketing materials specific to your Maven Meals Kitchen, you will be responsible for all related expenses.

You must spend 2% of monthly Gross Sales on advertising, marketing and promoting your Maven Meals Kitchen in the Delivery Area. You may not include expenditures for any of the following in Local Marketing unless we give you our advance written approval: (a) the cost of honoring any coupons; (b) research expenditures; (c) salaries and expenses of any employees of Franchisee, including salaries or expenses for attendance at advertising meetings or activities; (d) charitable, political or other contributions or donations; (e) in-kitchen materials; (f) seminar and educational costs and expenses of employees of Franchisee; (g) specialty items such as T-shirts, premiums, pins and awards, unless such items are part of a market-wide advertising program and then only to the extent that the cost of such items is not recovered by the promotion.

You must submit a Local Marketing expenditure report to us within 10 days after the end of each month to document your Local Marketing expenditures. If you fail to submit the report, or if the report reflects that you have not spent the required monthly amount on Local Marketing, then we may require you to pay to us an amount equal to the required monthly Local Marketing expenditure. We will refund the payment to you when we receive evidence that you have subsequently spent the required amount on Local Marketing, but if we have not received that evidence within 30 days following our receipt of the payment, we will contribute any remaining balance of the payment to the Brand Development Fund. (Franchise Agreement, Section 9.E.)

Cooperative Marketing

We may designate any geographic area that includes two or more Maven Meals Businesses as a region for purposes of establishing a local advertising and marketing Cooperative. If a Cooperative is established for an area that includes your Franchised Kitchen, you must become a member of the Cooperative, review and execute all required Cooperative documents, and submit to the Cooperative and to us such statements and reports as may be required by us or by the Cooperative. You must contribute to the Cooperative any Minimum Cooperative Contributions required by the Cooperative's governing documents and any Excess Cooperative Contribution that may be authorized by a vote of the Cooperative's members and approved by us. Any Minimum Cooperative Contribution may be applied to offset your required Local Marketing expenditure under Section 9.E.(1) of the Franchise Agreement. Excess Cooperative Contributions may not be applied to offset the required Local Marketing expenditure. All contributions to the Cooperative will be maintained and administered in accordance with the Cooperative's governing documents, and the Cooperative will be operated solely as a conduit for the collection and authorized expenditure of Cooperative contributions. Cooperatives may (but need not necessarily) prepare annual or other periodic financial statements and make them available for review by the members of the Cooperative. Any company-owned Maven Meals Businesses that are members of a Cooperative will contribute to the Cooperative on the same basis as franchised members. No marketing or promotional plans or materials may be used by the Cooperative or furnished to its members without our prior approval. Each Cooperative will be organized and governed in the form and manner we determine (which may include mergers of and changes to the Cooperative), and will commence (and cease) operation on a date, we determine. (Franchise Agreement, Section 9.F.)

Brand Development Fund

We have established a brand development fund for the purpose of developing, promoting, furthering, and enhancing the public recognition and acceptance of the Maven Meals brand. You must make weekly contributions to the Brand Development Fund in the amount then-currently required. At present the required contribution is an amount equal to 1.0% of weekly Gross Sales. We may, in our sole discretion, periodically modify the required contribution, but may not require contributions that exceed 3% of Gross Sales. We will give you at least 30 days' prior written notice of any change in the contribution amount. We and our affiliates will contribute to the Brand Development Fund generally on the same basis as you with respect to any Maven Meals Businesses operated by us and them. The Brand Development Fund will be maintained and administered by us or our designee (including any affiliate) as described below. References to "us", "our" or "we" below include our designee:

We will direct all advertising, marketing, and promotional programs and activities and will have sole discretion to approve or disapprove the creative concepts, materials and media used and their placement and allocation. The Brand Development Fund is intended to maximize general public recognition and acceptance of the Marks and all Maven Meals Businesses. In administering the Brand Development Fund, we do not undertake any obligation to make expenditures for you or any other franchisee which are equivalent or proportionate to your contributions or to ensure that any you or any other franchisee benefits directly or pro rata from the placement of advertising.

The Brand Development Fund may be used for any expense related to the purpose of the Brand Development Fund, including: (i) developing, maintaining, administering, directing and preparing advertising, marketing, promotional and training materials; (ii) developing, maintaining, enhancing and updating the Maven Meals Website; (iii) conducting brand-related research (including surveys of customers, consumers, and franchisees) and implementing programs based on the results of such research; (iv) developing, promoting and marketing branded apparel and other merchandise; (v) preparing and conducting advertising, promotional and marketing campaigns (including through social media, television, radio, magazine, newspaper, direct mail, billboards, and other channels); (vi) conducting public relations activities; and (vii) employing advertising agencies and other third parties to assist therein. Your contributions to the Brand Development Fund and Technology Fee will not be used to support our franchise advertising website (mavenmealsfranchise.com) through which we solicit new franchise sales.

All sums paid by you to the Brand Development Fund will be maintained in a separate account and will not be used to defray any of our general operating expenses, except for any reasonable administrative costs and overhead that we may incur in activities reasonably related to the administration or direction of the Brand Development Fund. Among other things, Brand Development Fund monies may be used to pay or reimburse the costs of our personnel and other departmental costs related to System or brand development activities. The Brand Development Fund and its earnings will not otherwise inure to our benefit. The Brand Development Fund is operated solely as a conduit for collecting and expending the Brand Development Fund contributions.

A statement of the operations of the Brand Development Fund (which need not be audited) will be prepared annually and will be made available to you upon written request.

Upon 30 days' prior written notice, we (i) may defer, increase (subject to the maximum level permitted under the Franchise Agreement), reduce or suspend contributions to (and, if suspended, deferred or reduced, to reinstate such contributions) the Brand Development Fund, (ii) may suspend operations of the Brand Development Fund for one or more periods of any length, and (iii) may terminate (and, if terminated, to reinstate) the Brand Development Fund. If the Brand Development Fund is terminated, all unspent monies on the date of termination will be distributed to the contributors, without interest, in proportion to their respective contributions to the Brand Development Fund during the preceding 12 month period.

There is currently no advertising council.

Advertising and Promotional Programs

We may develop and administer advertising and sales promotion programs, including social media apps, designed to promote all Maven Meals Kitchens. We will be responsible for the design and administration of such programs, including the type, quantity, timing, placement and choice of media, market areas, and advertising agencies. If we establish these programs, you must participate in them under the terms and conditions that we establish and pay any related fees. The standards and specifications that we establish for the programs will be final and binding. (Franchise Agreement, Section 9.B.)

Coupons, Certificates, Vouchers and Gift Cards

You must participate in, and comply with the requirements of, any gift card, gift certificate, customer loyalty or retention program that we implement, at your own expense, for all or part of the franchise system and will sign the forms and take the other action that we require in order for you to participate in such programs. You must honor coupons, gift cards, gift certificates, or vouchers sold or distributed by other Maven Meals Businesses and include the related proceeds in Gross Sales. You must utilize an approved vendor for gift card processing. Any coupon offer proposed by you must be approved by us prior to being extended.

Computer Systems

You must acquire, install and maintain the hardware, software and related technology that we specify from time to time for use in the operation of your Maven Meals Business ("Computer Systems") and must follow the procedures that we specify in the Manuals or otherwise in writing. You acknowledge that we may modify the specifications and the components of any such Computer System from time to time.

You must use a Franchise Website that is a subdomain of the primary Maven Meals Website and the following software: our proprietary back office Kumquat technology (to administer customer orders, manage meal quantity and packaging information, and interface with the required route optimization program; OnFleet (for route optimization); Shopify (the backend ecommerce platform for financial reports and order management), Galley (for kitchen and recipe management), Quickbooks Online (for bookkeeping), Qvinci (for financial reporting), Slack (for internal communications), and GSuite (for emails, calendar, online documents and related functions). As part of our digital gift card program, you also must use Shopify's Rise.ai application. You will also need software to manage time tracking and payroll. We do not require or recommend any particular software for these purposes. Company-owned Maven Meals Businesses use When I Work (for time tracking) and Gusto (for payroll).

All software is web based and can be operated on either a Mac or Windows-based computers. You must have 2 tablets and 2 computers, as well as a printer. We recommend the Brother MFC-5700 DW printer. All tablets, computers and printers must be maintained in good repair, with sufficient memory to carry out ordinary and necessary business functions, and must be replaced as and when needed.
You must also have and maintain high speed Internet access with e-mail capability and any other systems that may be needed to allow us to access and retrieve information stored in your Computer Systems (including Gross Sales, customer data and other operations data). We will have the right to access, retrieve and use this information in any manner that we deem appropriate, and you may not sell or otherwise dispose of such information. Promptly following written notice from us, you agree to electronically link your Computer Systems to ours and allow us to poll your Computer Systems daily or at such times and in such manner as we may establish from time to time.

The cost of acquiring the required Computer Systems (including the set-up fee for the Franchise Website) is $5,300 to $7,600. Neither we nor our affiliates are required to provide ongoing maintenance, repairs, upgrades, or updates to your Computer Systems, and we do not require you to have any optional or required maintenance, updating, upgrading or support contracts.

We may require you to modify, enhance, and/or replace all or any part of the Computer Systems at your expense. Any such modifications, enhancements, and replacements may require you to incur costs (which may include payments to us and our affiliates) to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain service and support. We cannot estimate these future costs, some or all of which may not be fully amortizable over the remaining term of the Franchise Agreement. Nonetheless, you will be required to incur such costs and made the modifications, enhancements and/or replacements within a reasonable period of time specified by us (which will not be less than 60 days after we provide written notice).

You must, at all times, be compliant with all applicable and current Payment Card Industry Data Security Standards ("PCI DSS") requirements and other data security policies that we may implement. For more information about PCI DSS, you may visit https://www.pcisecuritystandards.org/.

Confidential Operations Manuals

After you sign the Franchise Agreement, we will provide you with access to one set of our Manuals in electronic or paper format. A copy of the table of contents of the Manuals (including the total number of pages and the number of pages devoted to each subject) is attached as Exhibit E to this disclosure document. We consider the contents of the Manuals to be proprietary, and you must treat them as confidential. You may not make any copies of the Manuals.

Training

Your Operating Principal, General Manager, and Kitchen Lead must successfully complete our initial training program at least 30 days before the opening of your Maven Meals Business. (Franchise Agreement, Section 8.A.) The initial training program for Operating Principals and General Managers is approximately 6 weeks, and the initial training program for Kitchen Leads is approximately 4 weeks.

Our initial training program is offered at our headquarters in SeaTac, Washington (or at another location that we designate), as needed during the year depending on the number of new franchisees entering the System, the number of other personnel needing training, and the scheduled opening of new Maven Meals Businesses. The subjects covered, approximate hours of classroom and on the job training, and other information about our initial training program are described below:

TRAINING PROGRAM FOR OPERATING PRINCIPALS AND GENERAL MANAGERS

Subject	Hours of Classroom Training	Hours of On-the-Job Training Hours	Location
History/Philosophy of Maven Meals	1 hours	---	SeaTac, Washington
Use of the Operations Manual	1 hours	---	SeaTac, Washington
Tour of the Kitchen	1 hours	---	SeaTac, Washington
Personnel Issues	2 hours	0 hours	SeaTac, Washington
Advertising	2 hours	0 hours	SeaTac, Washington
Management Procedures	4 hours	16 hours	SeaTac, Washington
Franchise Reporting Requirements	3 hours	0 hours	SeaTac, Washington
Accounting/Record-keeping	2 hours	0 hours	SeaTac, Washington

Subject	Hours of Classroom Training	Hours of On-the-Job Training Hours	Location
Customer Service Procedures	1 hours	8 hours	SeaTac, Washington
Product Preparation, Packaging & Boxing Procedures	1 hours	150 hours	SeaTac, Washington
Inventory Management	1 hours	4 hours	SeaTac, Washington
Computer Systems	4 hours	32 hours	SeaTac, Washington
Kitchen Cleaning & Closing Procedures	0 hours	6 hours	SeaTac, Washington
Safety Procedures	0 hours	1 hours	SeaTac, Washington
TOTAL HOURS OF TRAINING:	23	217	---

TRAINING PROGRAM FOR KITCHEN LEADS

Subject	Hours of Classroom Training	Hours of On-the-Job Training Hours	Location
History/Philosophy of Maven Meals	1 hours	---	SeaTac, Washington
Use of the Operations Manual	1 hours	---	SeaTac, Washington
Tour of the Kitchen	1 hours	---	SeaTac, Washington
Personnel Issues	1 hours	0 hours	SeaTac, Washington
Advertising	0 hours	0 hours	SeaTac, Washington
Management Procedures	2 hours	0 hours	SeaTac, Washington
Franchise Reporting Requirements	0 hours	0 hours	SeaTac, Washington
Accounting/Record-keeping	0 hours	0 hours	SeaTac, Washington
Customer Service Procedures	1 hours	4 hours	SeaTac, Washington
Product Preparation, Packaging & Boxing Procedures	1 hours	130 hours	SeaTac, Washington

Subject	Hours of Classroom Training	Hours of On-the-Job Training Hours	Location
Inventory Management	1 hours	4 hours	SeaTac, Washington
Computer Systems	2 hours	4 hours	SeaTac, Washington
Kitchen Cleaning & Closing Procedures	0 hours	6 hours	SeaTac, Washington
Safety Procedures	0 hours	1 hours	SeaTac, Washington
TOTAL HOURS OF TRAINING:	11	149	---

Our initial training program is subject to change without notice to reflect updates in the materials, methods, and manuals and changes in personnel. The subjects taught and the time periods allocated for each subject may vary based on the experience of the trainees.

The materials used in training include the Manuals as well as other presentation materials, including PowerPoint presentations, handouts, training videos and recipes.

Training will be supervised by our Chief Executive Officer, Heidi Finley, who has approximately 13 years of experience in the meal preparation and delivery industry and who has been with us or our affiliates since 2011. The training will be conducted by Kimberly Hazzard, who has 8 years of experience in meal operations, logistics and management and who has been with our affiliate, Household Maven, since November 2014. We may also draw upon the experience of other training professionals.

We provide instructors and training materials for your Operating Principal, General Manager and Kitchen Lead at no charge, but you must pay all expenses you and your personnel incur to attend the initial training program, including costs of travel, lodging, meals, and wages. We may charge a reasonable training fee (currently $350 per day, per trainer, plus travel, lodging and meals) to train all successor or replacement personnel. This fee will depend on factors such as the number of people we train, the location of the training, and the length of the training. (Franchise Agreement, Section 8.A.) All replacement personnel must complete training to our satisfaction within six weeks of being hired. Franchisees may send replacement personnel for training at our next regularly scheduled training session at our headquarters if the timing aligns, or if not, may pay the current daily training fee plus expenses for up to 1 week of on-site training.
For your first Maven Meals Business, we provide an Opening Training Team to provide on-site pre-opening and opening training, supervision, and assistance to you. The Opening Training Team is generally composed of one member and assistance is generally provided for 10 days at no additional cost. If you request additional opening assistance and we agree to provide it, you must reimburse us for the costs incurred to provide the additional assistance as follows: (a) a per diem rate for each member of the Opening Training Team, and (b) the actual additional cost of travel, food, lodging, local transportation, and reasonable incidental expenses incurred by the members of the Opening Training Team.

We may also provide remedial training if you request it or we require it. You must pay the training per diem of $350 per day per trainer, plus your expenses if remedial training is provided at our company kitchen or our expenses (including travel, lodging and meals) if remedial training is provided by our personnel at your Franchise Location.

We may require your Operating Principal, General Manager and/or Kitchen Lead to attend additional training programs, conferences and seminars as part of our on-going training requirement. We have the right to charge a reasonable fee (currently, $1,000 for conferences) or our then-current per diem (currently, $350 per trainer per day) for on-going training we provide. You must pay all expenses you or your personnel incur in any on-going training, including the cost of travel, lodging, meals, and wages. (Franchise Agreement, Section 8.A.)

ITEM 12
TERRITORY

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

However, under the Franchise Agreement you have the sole right to operate a Maven Meals Business at the Franchise Location and within the surrounding Delivery Area as long as you remain in compliance with Franchise Agreement and any other agreements you have with us or our affiliates.

Your Maven Meals Kitchen will be located at a site ("Franchise Location") that you identify from within the non-exclusive Designated Area described in Exhibit C to your Franchise Agreement and that we accept. After the Franchise Location has been determined, we will assign you a Delivery Area. The Delivery Area will include a population at the time the Delivery Area is determined of at least 700,000 residents, but the Delivery Area will not extend into any areas for which the drive time for delivery of any order would exceed 30 minutes from the Franchise Location. The Delivery Area will be described by ZIP Codes, as those ZIP Codes are configured on the date that we determine the Delivery Area. A map of the Delivery Area will also be attached to the Franchise Agreement. If there is a conflict between the description of the Delivery Area by ZIP Codes and the Delivery Area Map, the Delivery Area Map will control.

The Delivery Area will not include amusement parks, theme parks, sports stadiums and arenas, airports, train stations, hospitals, schools, hotels, office buildings, and military bases, which we call Reserved Areas. This means that we can operate, and license others to operate, Maven Meals Kitchens in any Reserved Area. Unless we give you written authorization, you may not deliver outside of the Delivery Area and may not actively solicit or accept business from consumers located outside your Delivery Area through any method of distribution, including alternative distribution channels such as the Internet, catalog sales, telemarketing, or other direct marketing. You may use the Internet to advertise only on your Franchise Website and only to the extent expressly permitted by the Franchise Agreement and our policies. You are not required to achieve any particular sales volume or market penetration or meet any other contingency to maintain your rights in the Delivery Area.

Following the first anniversary of your Opening Date, you may send us a written request to expand the Delivery Area. If you have complied with the Franchise Agreement we will consider your request, taking into consideration all factors we determine to be relevant, including the population of the proposed expansion area, your performance, the profitability of your Maven Meals Business, and whether the proposed expansion area can be serviced by the Franchised Kitchen. We will have sole discretion to approve or not approve any expansion of the Delivery Area. If approved, any expansion will only include areas that are contiguous to the original Delivery Area and will be conditioned on payment of an expansion fee in an amount we determine.

We retain all rights other than those that we grant you under the Franchise Agreement. Among other things, this means we can, without compensation to you:

(i) operate, and license others to operate, Maven Meals Businesses outside the Delivery Area, including areas that are adjacent or proximate to the Delivery Area;

(ii) develop, establish and grant licenses to use other business systems (including systems that distribute products or services similar to those offered by Maven Meals Businesses) within and outside the Delivery Area using other names or marks;

(iii) advertise and promote the Maven Meals System in the Delivery Area;

(iv) conduct, and license others to conduct, catering activities within the Delivery Area in response to a customer request; and

(v) engage, directly or indirectly, at wholesale, retail, or otherwise, in the production, distribution, license and sale of any and all food, beverages, or other services and products, under the Marks or under other names or marks, within and outside the Delivery Area, through any other method of distribution, including, but not limited to, grocery stores, supermarkets, convenience stores, other food service facilities (such as kiosks, concessions or multi-brand facilities) and community or special events of any kind, regardless of the competitive impact on the Franchised Business.

You must operate your Maven Meals Kitchen only at the Franchise Location. You cannot relocate the Franchised Kitchen without our consent. If you are unable to operate the Franchised Kitchen at the Franchise Location because of a force majeure event or for other reasons not constituting an event of default under the Franchise Agreement, then you may request our consent to relocate the Franchised Kitchen to another site in the Delivery Area. If we allow you to relocate the Franchised Kitchen, then you must pay us a site relocation fee equal to 50% of the then-current initial franchise fee and comply with our then-current site selection and construction procedures. In case of relocation, we may also modify the Delivery Area in our discretion.

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

ITEM 13
TRADEMARKS

The Franchise Agreement gives you a license to operate a Franchised Business under the mark "MAVEN MEALS" and to use any future Marks we authorize.

Household Maven has registered the trademark listed below on the Principal Register of the USPTO.. Household Maven intends to renew the registrations and to file all appropriate affidavits at the appropriate times required by law.

Mark	Register	Registration Number	Registration Date
MAVEN MEALS	Principal	6,625,525	January 25, 2022

There is no presently effective determination of the U.S. Patent and Trademark Office, the trademark trial and appeal board, the trademark administrator of any state or any court, nor any pending infringement, opposition, or cancellation proceeding, nor any pending material litigation involving the Marks which is relevant to its ownership, use or licensing.

We know of no superior prior rights or infringing use that could materially affect your use of the Marks, and we know of no agreements currently in effect which significantly limit our rights to use or license the use of the Marks in any manner material to the franchise.

Our rights to the Marks and the proprietary System know-how are derived from a nonexclusive perpetual license ("Intercompany License") between us and Household Maven. The Intercompany License grants us the right to use the Marks and the proprietary information related to the System, such as the know-how and the Manuals, for the purpose of licensing them to our franchisees and fulfilling our obligations under the Franchise Agreement. The Intercompany License is terminable only for material breach and only if we do not cure or begin to cure the breach within 90 days after notice. We know of no other agreements currently in effect which significantly limit our rights to use or license the use of the Marks in any manner material to you.

We are not obligated to protect your rights to use the Marks or to protect you against claims of infringement or unfair competition. We are not obligated to participate in your defense and/or indemnify you for expenses or damages if you are party to an administrator or judicial proceeding involving the Marks if the proceeding is resolved unfavorably to you.

You must promptly notify us of any infringement of the Marks or of any challenge to the use of any of the Marks or claim by any person of any rights in any of the Marks. You and your Owners must agree not to communicate with any person other than us, any designated affiliate, and their respective counsel about any infringement, challenge or claim. We or our affiliates have sole discretion to take any action we deem appropriate and the right to exclusively control any litigation, or Patent and Trademark Office (or other) proceeding, from any infringement, challenge or claim concerning any of the Marks. You must sign all instruments and documents and give us any assistance that, in our counsel's opinion, may be necessary or advisable to protect and maintain our interests or those of our affiliates in any litigation or proceeding or to otherwise protect and maintain our or their interest in the Marks.

You may not use any of the Marks as part of your corporate or other name. You must also follow our instructions for identifying yourself as a franchisee and for filing and maintaining the requisite trade name or fictitious name registrations. You must sign any documents we or our counsel determine are necessary to obtain protection for the Marks or to maintain their continued validity and enforceability. Neither you nor your Owners may take any action that would prejudice or interfere with the validity of our rights with respect to the Marks and may not contest the validity of our interest in the Marks or assist others to do so.

We have the right to substitute different trade names, service marks, trademarks and indicia of origin for the Marks if the Marks can no longer be used, or if we determine, in our sole discretion, that the substitution will be beneficial to the System. If we do, we may require you to discontinue or modify your use of any Mark or use 1 or more additional or substitute Marks at your expense.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not own any patents or pending patent applications that are material to the franchise. We and our affiliate do claim common law copyright protection and proprietary rights in the original materials used in the System, including Kumquat, the Maven Meals Website, the templates for the Franchise Website, the Manuals, bulletins, correspondence and communications with our franchisees, training, advertising and promotional materials, and other written materials relating to the operation of Maven Meals Businesses and the System. These copyrights are not registered.

There is no presently effective determination of the U.S. Copyright Office (Library of Congress) or any court affecting our copyrights. There is no currently effective agreement that limits our right to use and/or license our copyrights. We are not obligated by the Franchise Agreement, or otherwise, to protect any rights you have to use the copyrights. We have no actual knowledge of any infringements that could materially affect the ownership, use or licensing of the copyrights.

We treat all of this information as trade secrets and you must treat any of this information we communicate to you confidentially.

You and your Owners must agree not to communicate or use our confidential information for the benefit of anyone else during and after the term of the Franchise Agreement. You and your Owners must also agree not to use our confidential information at all after the Franchise Agreement terminates or expires. You and your Owners can give this confidential information only to your employees who need it to operate your Franchised Business. You, your Owners and any of your other personnel who have received or will have access to our confidential information, may be required to sign similar covenants.

Our confidential information includes all proprietary and confidential information relating to the establishment and operation of Maven Meals Businesses, including our standards and specifications; site selection criteria; recipes; advertising and marketing plans and programs; research, development and test programs for products, services and operations; the contents of our Manuals; knowledge of the operating and financial results of Maven Meals Businesses, other than your Franchised Business; all confidential and proprietary technology and Computer Systems (including Kumquat); Improvements to the Maven Meals System; all Customer Data (including customer names, billing and shipping addresses, phone numbers, email addresses, payment records, account history, and all other information regarding the customers of the Franchised Business); and all customer communication and retention programs and data used or generated in connection with those programs.

As between you and us, all Customer Data belongs to us. In addition, if you or your Owners develop any new concept, process, or improvement in the operation or promotion of your Franchised Business, you must promptly notify us and give us all necessary information about the new process or improvement, without compensation. You and your Owners agree that any of these concepts, processes or improvements will become our property, and we may use or disclose them to other franchisees, as we determine appropriate.

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

You must designate and must retain at all times during the term of the Franchise Agreement an individual to serve as your Operating Principal. The Operating Principal must have and maintain a 10% or greater ownership interest in you, must meet our qualifications, must be approved by us, must be empowered with full authority to act for you, and must sign the Guaranty. The Operating Principal for all Maven Meals Businesses operated by you and by any of your affiliates must be the same person.

You must also designate a General Manager to supervise the day-to-day operation of the Franchised Business and a Kitchen Lead to oversee the operation of the Franchised Kitchen. The General Manager may be the same person as the Operating Principal, but designation of a person other than the Operating Principal as General Manager will not relieve the Operating Principal of his or her obligations under the Franchise Agreement. The General Manager and Kitchen Lead must satisfy our qualifications and must devote full time and best efforts to the day-to-day operation and management of the Franchised Business and Franchised Kitchen, as applicable.

You must promptly notify us in writing if your Operating Principal, General Manager, or Kitchen Lead cannot continue or no longer qualifies to serve in that capacity and must take corrective action within 30 days after any such notice. During such 30-day period, you must provide for interim management of the Franchised Business in compliance with the Franchise Agreement.

Any General Manager who is not also the Operating Principal and any Kitchen Lead must sign the Confidentiality and Non-Compete Agreement attached as Exhibit B to the Franchise Agreement. We have the right, in our sole discretion, to decrease the period of time or geographic scope of the noncompetition covenants or eliminate the noncompetition covenants altogether for any person.

If you and your affiliates operate more than one Maven Meals Business, you and they must adopt and maintain a management structure that is sufficient (in our judgment) to conduct the operation of all such Maven Meals Businesses in compliance with their respective franchise agreements, the Manuals, and the System. This may require the creation of one or more executive financial and operational positions to be filled by one or more full-time Executive Managers dedicated to the Maven Meals Businesses operated by you and your affiliates. Each Executive Manager must satisfy our qualifications.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

All products you use at or sell from your Maven Meals Business must conform to our standards and specifications. These are described in our Manuals and other writings. You must not deviate from our standards and specifications unless we first give you our written consent. You must also comply with all applicable laws and regulations and secure all appropriate governmental approvals for the Maven Meals Business.

You must offer and sell only the menu items and products that we have expressly approved in writing. You must stop selling any menu items or products that we disapprove in writing. There is no limit on our right to add or remove items from our standard menu, and you must promptly comply with any changes that we make to the menu. You must prepare all menu items using the procedures for preparation contained in our Manuals or other written instructions. You must not use or offer nonconforming items, unless we first give you our written consent.
You must deliver all menu items, products and services using the delivery methods we prescribe and in compliance with our standards and specifications. You may not to use any on-demand delivery services (e.g., Grubhub or Uber Eats). You may not provide catering services unless we authorize you to do so in writing. If you wish to provide catering services in your Delivery Area, you must submit a written request to us. We may withhold approval in our sole discretion but will take into consideration our assessment of your ability to conduct catering activities and the impact that such catering activities may have on the Franchised Kitchen.

Maven Meals Businesses are not authorized to offer, sell, or deliver alcoholic beverages.

We reserve the right, to the fullest extent permitted by applicable law, to establish maximum, minimum, or other pricing requirements with respect to (i) the prices that you may charge for products or services and

(ii) the delivery fee that you (or your approved delivery service designee) charges for delivery of any such products or services. You cannot offer any complementary or reduced-price products or services without our prior written approval.

You may not advertise, promote, post, or list information relating to your Maven Meals Business on the Internet (through the creation of a website or on Facebook, Twitter, Instagram, LinkedIn, or on any blog or other social media site) without our prior written consent and subject to your strict compliance with our guidelines and policies set forth in the Manuals or otherwise in writing. You must comply with any other social media policy for franchisees we may adopt, and we may change any such policy at any time.
We do not impose any other restrictions in the Franchise Agreement or otherwise on the goods or services that you may offer or sell or the customers to whom you may offer or sell.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 4.A.	10-year initial term
b. Renewal or extension of the term	Section 4.B.	Two additional consecutive terms of five years each
c. Requirements for franchisee to renew or extend	Section 4.B.	Your renewal right permits you to remain as a franchisee after the initial term of your Franchise Agreement expires. However, to remain a franchisee, you must meet all required conditions to renewal, including signing our then-current form of franchise agreement, which may be materially different than the form attached to this disclosure document. Other conditions are: give written notice; update required items; not be in default; pay all money owed; retain right to Location; sign our then-current form of renewal franchise agreement; pay us a renewal fee and reimburse us for any greater amounts incurred by us in connection with such review (including reasonable accountants' and attorneys' fee); sign a general release; comply with then-current qualifications and training requirements; pay a renewal fee.

Provision	Section in Franchise Agreement	Summary
d. Termination by franchisee	None	You have no right to terminate the Franchise Agreement (subject to state law).
e. Termination by franchisor without cause	None	None
f. Termination by franchisor with "cause"	Section 18	We may terminate on your default.
g. "Cause" defined– curable defaults	Section 18.C.	For any default except those specified as noncurable you have 30 days to cure (five days for failure to submit a required report or pay monies; 24 hours for misuse of the Marks; seven days if you fail to obtain the required insurance coverages; 10 days if you fail to comply with the noncompetition covenants).
h. "Cause" defined– non-curable defaults	Sections 18.A. and 18.B.	Insolvency; general assignment for benefit of creditors; bankruptcy; receivership; final judgment remains unsatisfied for 30 days or more; dissolution; execution of levy or sale after levy; foreclosure proceedings not dismissed within 30 days; operation of the Maven Meals Business at a location that we have not accepted; failure to construct the Franchised Kitchen in accordance with requirements; failure to begin business within the required time period; abandonment or forfeiture of right to do business; conviction of certain crimes; threat to public health or safety; unauthorized transfer; failure to comply with certain confidentiality covenants; false records or submission of false reports; breach of any covenants or false representations; failure to comply with quality assurance program; default under any other franchise agreement and failure to cure; repeated defaults whether or not cured; assets, property or interests "blocked" under any terrorism laws or regulations or other violation of such laws or regulations. A provision in the Franchise Agreement which states that the agreement terminates upon your bankruptcy may not be enforceable under Title 11, USC Section

Provision	Section in Franchise Agreement	Summary
		101.
i. Franchisee's obligations on termination/nonrenewal	Section 19	Stop operating your Maven Meals Business and using the System's confidential methods, procedures, techniques and marks; cancel any registration containing the Marks; not use any imitation of the Marks; pay amounts due and our damages and enforcement costs; comply with confidentiality and non-competition covenants; return all Manuals and other proprietary materials; furnish list of advertising/sales promotion materials bearing the Marks; at our option, sell or assign us your rights in business telephone numbers, advertising and promotional materials, furnishings equipment, and the premises; modify the appearance of the Franchised Kitchen.
j. Assignment of contract by franchisor	Section 15.A.	We may transfer our rights without restriction.
k. "Transfer" by franchisee – definition	Sections 15.B. and 15.C.	You must not transfer any direct or indirect interest in you, the Franchise Agreement or the assets of the franchised business without our consent.
l. Franchisor approval of transfer by franchisee	Section 15.B.	We must consent and you must meet conditions before transferring.
m. Conditions for franchisor approval of transfer	Section 15.B.	Pay all amounts due; not be in default; sign a general release; pay transfer fee; remain liable for pre-transfer obligations. Transferee must meet our criteria, complete required training, guaranty obligations; enter into then-current franchise agreement; upgrade the Franchised Kitchen; and pay a transfer fee.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 15.D.	On 30 days written notice, we have the option to purchase an interest being transferred on the same terms and conditions offered by a third party.

Provision	Section in Franchise Agreement	Summary
o. Franchisor's option to purchase franchisee's business	Sections 19.A.(8) and (9) and 19.B.	Upon termination or expiration we have the option to purchase your advertising materials bearing the Marks at your cost. We have the option to acquire the Franchise Location and the assets of the Maven Meals Business from you (subject to any rights of approval retained by the owner of the leasehold) at fair market value. If you own the land were the Franchised Kitchen is located, we have the option to lease the land (and any building on the land used for the operation of the Maven Meals Business), at a reasonable commercial rent and upon rental terms comparable to those for similar leased property in the market where the Franchised Kitchen is located. We have the option to have the lease for the premises of the Franchised Kitchen assigned to us.
p. Death or disability of franchisee	Section 15.E.	On death or permanent disability of you or an Owner the person's interest must be transferred to someone we approve within 6 months.
q. Non-competition covenants during the term of the franchise	Section 11.C.(1)	You may not operate or have an interest in a business which is similar to the franchised business.
r. Non-competition covenants after the franchise is terminated or expires	Sections 11.C.(2)	For two years you may not divert any of your business or customers to a competitor or have an interest in any business that is similar to the franchised business at the Franchise Location, within the Delivery Area, within a 25-mile radius of the Delivery Area, within the delivery area of any other Mavens Meals Business or within a 25-mile radius of the delivery area of any other Maven Meals Business.
s. Modification of the agreement	Sections 11.A. and 20.O.	Except for changes we can make unilaterally (e.g., Manuals), Agreement changes require mutual agreement. You must comply with the Manuals as amended.

Provision	Section in Franchise Agreement	Summary
t. Integration/merger clause	Sections 20.O. and 20.W.	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable. No claim made in the Franchise Agreement is intended to disclaim the express representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Section 20.F.	Except for actions we bring for monies owed, injunctive or other equitable relief, or relief relating to real property, claims, controversies or disputes from or relating to the Franchise Agreement must be mediated in Seattle, Washington (subject to state law).
v. Choice of forum	Sections 20.F. and 20.G.	Except actions for monies owed, injunctive relief, or relief related to real property, the Marks or confidentiality information, mediation in Seattle, Washington (subject to state law). Venue for any other proceeding is King County, Washington or the federal district court for the Western District of Washington (subject to state law). In addition to the provisions noted in the chart above, the Franchise Agreement contains a number of provisions that may affect your legal rights, including a waiver of a right to a jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. See Franchise Agreement Sections 20.J., 20.K., and 20.L.
w. Choice of law	Section 20.H.	The Franchise Agreement is to be interpreted and construed under Washington law, except for Washington choice of law rules (subject to state law).

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote the 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 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 performance at a particular location or under particular circumstances.

This financial performance representation discloses historical information relating to the annual revenues, cost of goods sold, gross profit, number of orders and average [and median] number of weekly orders for the Maven Meals Business (the "Company-Owned Business") operated by our affiliate, Household Maven, for the calendar years 2019 through 2021. The Company-Owned Business began operations in September 2011, has been operating for 9 full calendar years, and is located in the Seattle, Washington area. This financial performance representation includes financial information from the three most recent years of operation. No franchised Maven Meals Businesses were in operation as of this disclosure document's issuance date.

The Company-Owned Business is substantially similar to the Maven Meals Businesses for which we are offering franchises. The Company-Owned Business includes a retail shop ("Maven Mercantile"); however, retail operations are not a part of the franchise offering and revenues relating to Maven Mercantile have been excluded from this financial performance representation.

TABLE 1

ANNUAL REVENUE, COST OF GOODS SOLD, GROSS PROFIT, AND RELATED DATA OF THE COMPANY-OWNED MAVEN MEALS BUSINESS FOR CALENDAR YEARS 2019 THROUGH 2021(1) (UNAUDITED)

Year	2019	2020(4)	2021
Total Revenue(1)	$1,045,423	$2,127,840	$2,582,837
COGS(2)	36%	34%	37%
Gross Profit(3)	64%	66%	63%
Annual Number of Orders	15,321	27,548	33,795
Average Weekly Orders	295	530	638
Median Weekly Orders	284	492	645

TABLE 2

Annual Franchise Expenses Not Included in Table 1
(assuming the annual revenues in Table 1)[5]

Year	2019	2020	2021
Royalties (6%)	$62,725	$127,894	$154,970
Technology Fee (currently, $100/week)[6]	$5,200	$5,200	$5,200
Brand Fund Contribution (currently, 1%)[7]	$10,454	$21,316	$25,828
Local Marketing (2%)	$20,908	$42,557	$51,656

Notes:

(1) For purposes of Table 1, "Total Revenue" means the total revenue received from the sale of all meal preparation and delivery services and products by the Company-Owned Business (including delivery fees and income related to catering operations and special events).

(2) COGS, or Cost of Goods Sold, includes the cost of contract labor, the cost of purchasing goods that are resold, credit card processing fees, food supplies and packaging expenses, and is expressed as a percentage of Total Revenue.

(3) Gross Profit is Total Revenue minus Cost of Goods Sold, expressed as a percentage of Total Revenue.

(4) While revenues of the Company-Owned Business have increased each year from 2019 to the present (35.2% in 2019, 103.9% in 2020 and 21.3% in 2021), our management attributes much of the significant increase in 2020 to governmental restrictions designed to combat the spread of COVID-19 which helped to stimulate orders for home delivery of meals.

(5) The franchise expenses listed in Table 2 are imposed by the terms of the Franchise Agreement. They are not paid by the Company-Owned Business.

(6) The maximum Technology Fee is $300/week, or $15,600 annually.

(7) The maximum Brand Development Fund Contribution is 3%.

Our management prepared this financial performance representation based on information provided by Household Maven. Written substantiation of the financial information presented in this financial performance representation will be made available to you upon reasonable request.

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

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Heidi Finley at 2351 S South 200th St., SeaTac, Washington 98198 or (206) 295-8454, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Outlet Summary
For years 2019 to 2021

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2019	0	0	0
	2020	0	0	0
	2021	0	0	0
Company-Owned(2)	2019	1	1	0
	2020	1	1	0
	2021	1	1	0
Total Outlets	2019	1	1	0
	2020	1	1	0
	2021	1	1	0

Notes:

1. All numbers are as of our fiscal year end, which ends on December 31.

2. This Maven Meals Kitchen is operated by our affiliate, Household Maven.

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2019 to 2021(1)

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

Notes:

1. All numbers are as of our fiscal year end, which ends on December 31.

Table No. 3

Status of Franchised Outlets
For years 2019 to 2021(1)

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
All States	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
Totals	2019	0	0	0	0	0	0	0
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0

Notes:

1. All numbers are as of our fiscal year end, which ends on December 31.

Table No. 4

Status of Company-Owned Outlets(1)
For years 2019 to 2021(1)

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Washington	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Totals	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1

Notes:

1. Household Maven owns and operates the Company-Owned Outlet listed in the table above.

2. All numbers are as of our fiscal year end, which ends on December 31.

Table No. 5

Projected Openings As Of December 31, 2021

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
California	0	2	0
Oregon	0	1	0
Washington	0	1	0
Total	0	4	0

The name, business address, and business telephone number of each current franchisee on December 31, 2021, are listed on Exhibit E.

The name, city and state, and current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who has had a Maven Meals Business terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement, or has not communicated with us within 10 weeks of the date of this disclosure document are listed on Exhibit E.

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

As of the date of this disclosure document, we are not offering any existing franchised outlets to prospective franchisees, including those that either have been reacquired by us or are still being operated by current franchisees pending a transfer. If we begin to offer any such outlet, specific information about the outlet will be provided to you in a separate supplement to this disclosure document.

As of the date of this disclosure document, we have no current or former franchisees who have signed provisions during the last three fiscal years restricting their ability to speak openly to you about their experience with the Franchised Business franchise system.

As of the date of this disclosure document, there are no trademark-specific franchisee organizations associated with the franchise system being offered in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit A is our opening audited balance sheet as of December 31, 2021. Our fiscal year ends on December 31.

ITEM 22
CONTRACTS

Attached to this disclosure document are the following contracts and their attachments:

Franchise Agreement (with attachments).

ITEM 23
RECEIPTS

Attached as the last two pages of this disclosure document are duplicate Receipts to be signed by you. Keep one for your records and return the other one to us.

EXHIBIT A

FINANCIAL STATEMENTS

Maven Franchise Group, LLC

Financial Statements

As of December 31, 2021 and 2020
and for the year ended December 31, 2021
and the period from inception (December 11, 2020) through
December 31, 2021

Maven Franchise Group, LLC

Financial Statements

As of December 31, 2021 and 2020
and for the year ended December 31, 2021
and the period from inception (December 11, 2020) through December 31, 2020

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Independent Auditor's Report

To the Member
Maven Franchise Group, LLC
Burien, Washington

Report on the Financial Statements

Opinion
We have audited the financial statements of Maven Franchise Group, LLC (the "Company"), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations, changes in member's equity and cash flows for the year ended December 31, 2021 and the period from inception (December 11, 2020) through December 31, 2020, and related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Maven Franchise Group, LLC as of December 31, 2021 and 2020, and the results of its operations, changes in member's equity and cash flows for the year ended December 31, 2021 and the period from inception (December 11, 2020) through December 31, 2020 in conformity with accounting principles generally accepted in the United States of America.

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

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Maven Franchise Group, LLC ability to continue as a going concern within one year from the date the financial statements are 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 GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness Maven Franchise Group, 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 Maven Franchise Group, 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.

A+G LLP

Dallas, Texas
March 7, 2022

Balance Sheets

As of December 31,	**2021**	2020
Assets		
Current assets:		
Cash and cash equivalents	**$ 7,972**	$ -
Prepaid expense	**-**	3,250
Total current assets	**7,972**	3,250
Intangible assets	**40,098**	40,098
Total assets	**$ 48,070**	$ 43,348
Liabilities and Member's Equity		
Current liabilities:		
Accounts payable and accrued expenses	**$ 99**	$ 550
Total current liabilities	**99**	550
Member's equity	**47,971**	42,798
Total liabilities and member's equity	**$ 48,070**	$ 43,348

Statements of Operations	**Year Ended December 31, 2021**	December 11, 2020 through December 31, 2020
Revenues:	**$ -**	$ -
General and administrative expenses:		
Advertising and marketing	**15,885**	6,500
Personnel cost	**30,434**	-
Professional fees	**70,121**	22,500
Other general and administrative expenses	**9,277**	-
Total general and administrative expenses	**125,717**	29,000
Loss from operations	**(125,717)**	(29,000)
Net loss	**$ (125,717)**	$ (29,000)

Statements of Changes in Member's Equity	**Year Ended December 31, 2021**	December 11, 2020 through December 31, 2020
Beginning Balance	**$ 42,798**	$ -
Net loss	**(125,717)**	(29,000)
Contributions from member	**130,890**	71,798
Ending Balance	**$ 47,971**	$ 42,798

Statements of Cash Flows		**Year Ended December 31, 2021**		December 11, 2020 through December 31, 2020
Operating Activities				
Net loss	**$**	**(125,717)**	$	(29,000)
Changes in operating assets and liabilities:				
Prepaid expense		**3,250**		(3,250)
Accounts payable and accrued expenses		**(451)**		550
Net cash used by operating activities		**(122,918)**		(31,700)
Investing Activities				
Purchase of intangible assets		**-**		(40,098)
Net cash used by investing activities		**-**		(40,098)
Financing Activities				
Contributions from member		**130,890**		71,798
Net cash provided by financing activities		**130,890**		71,798
Net increase in cash and cash equivalents		**7,972**		-
Cash and cash equivalents, beginning of period		**-**		-
Cash and cash equivalents, end of period	**$**	**7,972**	$	-

NOTES TO FINANCIAL STATEMENTS
December 31, 2021 and 2020

1. Organization and Operations

Description of Business

Maven Franchise Group, LLC is a limited liability company formed under the laws of the State of Washington. References in these financial statement footnotes to “Company”, “we”, “us”, and “our” refer to the business of Maven Franchise Group, LLC. The Company was formed on December 11, 2020.

The Company was formed for the purpose of granting franchises for the establishment of businesses that specialize in providing operation of a meal preparation and delivery service (the “Maven Meals Business” or “Franchised Business”). The company operates under the Maven Meals trade name and business system and features an on-line ordering system for high quality, fresh-not frozen, healthy meals prepared at and delivered from authorized kitchen locations (“Maven Meals Kitchens” or “Franchised Kitchens”).

During the years ended December 31, 2021 and 2020, 0 and 0 franchised outlets were opened and 0 and 0 franchised outlets were closed. As of December 31, 2021 and 2020, there were 0 and 0 franchised outlets in operation.

Going Concern

The accompanying financial statements have been prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company is in the start-up phase of its business plan and has sustained losses from operations for the year ended December 31, 2021 and the period from inception (December 11, 2020) through December 31, 2020 and is projecting continued losses from operations and net cash outflows from operating activities for the period ending December 31, 2022 and is dependent on additional funding from its member. These factors raise substantial doubt about the Company’s ability to continue as a going concern.

The Company’s member has committed to providing the necessary funding to ensure the Company has sufficient liquidity to satisfy its obligations for at least twelve months following the issuance of the financial statements.

After considering the financial wherewithal of its member to provide financial support to the Company to ensure the continued financial viability of the Company for at least twelve months following the issuance of the financial statements, management concluded that substantial doubt about the Company’s ability to continue as a going concern has been alleviated. Accordingly, these financial statements do not include any adjustments that would be required were the Company not be able to continue as a going concern.

COVID-19

On March 11, 2020, the World Health Organization declared the novel strain of coronavirus (COVID-19) a global pandemic and recommended containment and mitigation measures worldwide. The COVID-19 outbreak in the United States has caused business disruption. The full impact of the pandemic will continue to depend on future developments, including the continued spread and duration of the pandemic, the emergence of future variant strains of COVID-19, the availability and distribution of effective medical treatments or vaccines as well as any related federal, state or local governmental orders or restrictions. Accordingly, the Company cannot reasonably determine the ultimate impact the COVID-19 pandemic will have on its future results of operations due to the continuing uncertainty surrounding the pandemic’s magnitude and duration.

2. Significant Accounting Policies

Basis of Accounting

The Company uses the accrual basis of accounting in accordance with the accounting principles generally accepted in the United States. Under this method, revenue is recognized when earned and expenses are recognized as incurred.

2. Significant Accounting Policies (continued)

Use of Estimates
The preparation of financial statement in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statement. Actual results could differ from those estimates.

Fair Value
The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to the valuation techniques used to measure fair value. The fair value hierarchy has three levels, which are based on reliable available inputs of observable data, and requires the use of observable market data when available.

Assets and liabilities that are carried at fair value are classified and disclosed in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets and liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data

Fair value is defined as the price that would be received from selling an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Company's financial instruments consist of cash and cash equivalents and current liabilities. The carrying values of cash and cash equivalents and current liabilities are considered to be representative of their respective fair values due to the short-term nature of these instruments.

Non-recurring fair value measurements include the assessment of property, plant and equipment for impairment. As there is no corroborating market activity to support the assumptions used, the Company has designated these estimates as Level 3.

Cash and Cash Equivalents
For purposes of reporting cash flows, all highly liquid investments with a maturity of three months or less are considered cash equivalents.

Intangible Assets
The Company has certain intangible assets not subject to amortization in accordance with FASB ASC 350, *Goodwill and Other Intangible Assets*. Intangible assets not subject to amortization include franchise development costs.

Intangible assets not subject to amortization are evaluated for impairment in accordance with FASB ASC 360-10-20, *Accounting for the Impairment or Disposal of Long-Lived Assets*. Intangible assets are tested for impairment annually at the Company's year-end, or more frequently if events or changes in circumstances indicate that the asset might be impaired. The impairment test is conducted by comparing the fair value with the carrying value of the reporting unit. Fair value is determined using a discounted cash flow and market method analysis. If the carrying value of intangible assets exceeds the fair value of the reporting unit, intangible assets may be impaired. The Company would then recognize an impairment loss in its financial statements.

NOTES TO FINANCIAL STATEMENTS
December 31, 2021 and 2020

2. Significant Accounting Policies (continued)

Revenue Recognition
The Company will recognize revenue in accordance with FASB ASC 606-10-25, *Revenue from Contracts with Customers*. In January 2021, the FASB issued ASU 2021-02, “Franchisors – Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient.” ASU 2021-02 provides a practical expedient that simplifies the application of ASC 606 about identifying performance obligations and permits franchisors that are not public entities to account for pre-opening services listed within the guidance as distinct from the franchise license. The Company has adopted ASU 2021-02 and implemented the guidance on its revenue recognition policy.

The Company will generate revenues and earns fees from Maven Meals Franchised Businesses. The Company will provide the use of trademarks, system, training, opening assistance and center operating assistance in exchange for an initial franchise fee and royalties based on a Maven Meals Franchised Business revenues.

A franchise agreement establishes a Maven Meals Franchised Business developed in one or multiple defined geographic areas and provides for a 10-year initial term with renewal of 5-year terms.

Initial franchise fees will be recorded as deferred revenue when received and will be recognized as revenue over the contractual term of the franchise agreement. Transfer and renewal fees will be recognized as revenue over the contractual term of the franchise agreement. Royalties from Maven Meals Franchised Businesses will be based on a percentage of gross revenues of the Maven Meals Franchised Businesses and will be recognized as earned.

Advertising
All costs associated with advertising and marketing are expensed in the period incurred.

Income Taxes Status
The Company is a single member limited liability company and has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code, effective December 11, 2020. Under those provisions, the Company does not pay federal corporate income taxes on its taxable income. Instead, the member is taxed on the Company’s taxable income. Therefore, no provision or liability for federal income taxes has been included in the financial statements. The company recognizes income tax related interest and penalties in interest expense and other general and administrative expenses, respectively.

Recent Accounting Pronouncements
In February 2016, the FASB issued ASU No. 2016-02, “Leases (Topic 842)” as amended by multiple updates to the standard. This update requires lessees to recognize a lease liability and a lease asset for all leases, including operating leases, with a term greater than 12 months on its balance sheet and requires lessors to classify leases as a sales-type, direct financing or operating lease. The update also expands the required quantitative and qualitative disclosures surrounding leases. In June 2020, the FASB issued ASU 2020-05, “Revenue from Contracts with Customers (Topic 606) and Leases (Topic 842): Effective Dates for Certain Entities.” ASU 2020-05 defers the effective date of ASC 842 for private companies and private not-for-profit entities for one year. The updated guidance is effective for fiscal years beginning after December 15, 2021 with early adoption permitted. In November 2021, the FASB issued ASU 2021-09, “Discount Rate for Lessees That Are Not Public Business Entities.” ASU-2021-09 provide more flexibility for those lessees by allowing them to make the risk-free rate election by class of underlying asset, rather than at the entity-wide level. The Company is currently evaluating the impact of adopting ASU 2016-02 and ASU 2021-09 on its financial statements.

NOTES TO FINANCIAL STATEMENTS
December 31, 2021 and 2020

2. Significant Accounting Policies (continued)

Recent Accounting Pronouncements (continued)

We reviewed all other significant newly-issued accounting pronouncements and concluded that they either are not applicable to our operations or that no material effect is expected on our financial statements as a result of future adoption.

3. Certain Significant Risks and Uncertainties

The Company maintains its cash in a bank deposit account that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant risk on cash or cash equivalents. The Company maintains its deposits in one financial institution.

4. Intangible Assets

Intangible assets at December 31, 2021 and 2020, consisted of franchise development costs. These assets are considered indefinite lived assets and as such are not subject to amortization. At December 31, 2021 and 2020 the Company had capitalized cost related to franchise development costs of $40,098 and $40,098.

5. Income Taxes

The Company is taxed as an S-Corporation under the provisions of Subchapter K of the Internal Revenue Code, accordingly, no federal income tax provision or liability is reflected in the financial statements.

The Company files income tax returns in the U.S. federal jurisdiction and the state jurisdictions in which it operates. The Company is subject to routine audits by taxing jurisdictions from the inception through December 31, 2021; however, there are currently no audits for any tax periods in progress.

In accordance with FASB ASC 740-10, *Income Taxes*, the Company is required to disclose uncertain tax positions. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities.

The Company has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Company believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, the Company has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at December 31, 2021 and 2020.

6. Subsequent Events

The Company has evaluated subsequent events through March 7, 2022, the date the financial statements were available to be issued.

EXHIBIT B

FRANCHISE AGREEMENT AND STATE-SPECIFIC AMENDMENTS

MAVEN MEALS

FRANCHISE AGREEMENT

Form dated: April 1, 2022
FDD dated: April 1, 2022

MAVEN MEALS
FRANCHISE AGREEMENT

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EXHIBITS

Exhibit A-1 Guaranty and Assumption Agreement
Exhibit A-2 Owners' Assumption Agreement
Exhibit B Confidentiality and Non-Compete Agreement
Exhibit C Selected Terms: Designated Area, Franchise Location, Delivery Area, and Opening Date
Exhibit D Ownership and Management Information
Exhibit E Lease Addendum Terms

MAVEN MEALS
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "**Agreement**") is made and entered into this ___ day of __________, 20__ (the "**Effective Date**"), by and between Maven Franchise Group, LLC, a Washington limited liability company ("**Franchisor**"), and _________________________, [a/an] [_________________] ("**Franchisee**"), and will be effective upon execution by Franchisor.

RECITALS

Franchisor has the right to use and license the use of a distinctive System and identifying Marks for the establishment and operation of a meal preparation and delivery service featuring an on-line ordering system for high quality, fresh-not frozen, healthy meals prepared at and delivered from authorized kitchen locations (the "**Franchised Business**" or "**Maven Meals Business**").

Franchisee wishes to obtain a franchise to establish and operate a Maven Meals Business using the Marks and the System.

Franchisor is willing to grant Franchisee a franchise upon the terms and conditions set forth in this Agreement in reliance on Franchisee's application and the representations made in such application and in this Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth in this Agreement, the receipt and sufficiency of which are acknowledged, Franchisor and Franchisee agree as follows:

AGREEMENT

1. DEFINITIONS

"**AAA**" is defined in Section 20.F.(1) of this Agreement.

"**Affiliate**" or "**Affiliates**" of a named person means any person or entity that is Controlled by, Controlling, or under common Control with the named person.

"**Anti-Terrorism Laws**" is defined in Section 6.F. of this Agreement.

"**Brand Development Fund**" is defined in Section 9.D. of this Agreement.

"**Business Day**" means each day other than a Saturday, Sunday, U.S. holidays, or any other day on which the Federal Reserve is not open for business in the United States.

"**Computer System(s)**" means the computer hardware and software programs and systems (including electronic data files and passwords) and all other peripheral equipment (including any proprietary hardware, software, or equipment) that Franchisor may designate from time to time for use in the operation of Maven Meals Businesses, including, any point-of-sale system, kitchen system, and back-office system (including Kumquat).

"**Confidential Information**" means all proprietary and confidential information relating to the establishment and operation of Maven Meals Businesses, including: (i) Franchisor's standards and specifications, including equipment, product, and supplier standards and specifications; (ii) site selection criteria; (iii) recipes; (iv) advertising and marketing plans and programs; (v) research, development and test programs for products, services and operations; (vi) the contents of Franchisor's Manuals; (vii) knowledge of the operating and financial results of Maven Meals Businesses, other than Franchisee's Franchised Business; (viii) confidential and proprietary technology and Computer Systems (including Kumquat), (ix) Improvements (as defined in Section 11.D.); (x) all Customer Data; and (xi) all customer communication and retention programs and data used or generated in connection with those programs.

"**Control**" (and any variation) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise.

"**Cooperative**" is defined in Section 9.G. of this Agreement.

"**Customer Data**" means customer names, billing and shipping addresses, phone numbers, email addresses, payment records, account history, and all other information regarding the customers of the Franchised Business.

"**Crisis Management Event**" is defined in Section 8.H. of this Agreement.

"**Cure Period**" is defined in Section 18.C. of this Agreement.

"**Deceased**" is defined in Section 15.E.(1) of this Agreement.

"**Delivery Area**" means the protected geographic area determined in accordance with Section 2.C. and described in Exhibit C within which Franchisee will conduct the Maven Meals Business.

"**Delivery Area Map**" is defined in Section 2.C. of this Agreement and is attached to this Agreement as Attachment One to Exhibit C.

"**Designated Area**" means the non-exclusive geographic area assigned to Franchisee upon the execution of this Agreement and described on Exhibit C, excluding any Reserved Area, within which Franchisee will identify a location for the Franchised Kitchen as described in Section 2.B.

"**EFT**" is defined in Section 5.G. of this Agreement.

"**Excess Cooperative Contribution**" is defined in Section 9.G. of this Agreement.

"**Executive Manager**" is defined in Section 7.E.(5) of this Agreement.

"**FDD**" means Franchisor's franchise disclosure document prepared in accordance with 16 C.F.R. Part 436 (Disclosure Requirements and Prohibitions Concerning Franchising) and applicable state franchise laws, issued on the date set forth on the cover page to this Agreement.

"**Force Majeure Event**" means any event or circumstance, which is unforeseeable and beyond the reasonable control of the affected party, which could not have been prevented by the exercise of reasonable skill and care, and which causes a delay in or interrupts or prevents the total or partial performance by the affected party of its obligations under this Agreement, including, but not limited to, acts of God, strikes, lockouts or other industrial disturbances, terrorism, war, riot, epidemic, fire or other catastrophe.

"**Franchise Location**" means the premises at which the Franchised Kitchen is located, as listed in Exhibit C to this Agreement.

"**Franchise Website**" is defined in Section 8.I.(3) of this Agreement.

"**Franchise Website Set-Up Fee**" is defined in Section 5.A. of this Agreement.

"**Franchised Business**" or "**Maven Meals Business**" is defined in the first Recital to this Agreement. The Franchised Business includes, but is not limited to, the Franchised Kitchen.

"**Franchised Kitchen**" or "**Maven Meals Kitchen**" means the authorized Maven Meals Kitchen operated by Franchisee at the Franchise Location pursuant to this Agreement, including all assets used in connection with its operation.

"**General Manager**" means any person designated pursuant to Section 7.E.(2) of this Agreement.

"**Gross Sales**" means the total selling price of all services and products, and all income of every other kind and nature related to the Franchised Business (including delivery fees, income related to any authorized catering operations and special events and any proceeds from business interruption or other loss of income insurance), whether for cash or credit, and regardless of collection in the case of credit. "**Gross Sales**" does not include (i) sales taxes that Franchisee collect from customers of the Franchised Business, if the taxes are actually transmitted to the appropriate taxing authority; (ii) tips or gratuities paid directly to Franchisee's employees by customers of the Franchised Business or paid to Franchisee and turned over by Franchisee to Franchisee's employees in lieu of direct tips or gratuities; (iii) returns to shippers or manufacturers; and (iv) proceeds from isolated sales of trade fixtures not constituting any part of the products and services offered for sale by the Franchised Business or having any material effect upon the ongoing operation of the Franchised Business. Proceeds from the sale of coupons, gift cards, gift certificates or vouchers will not be included in Gross Sales when the coupons, gift cards, gift certificates or vouchers are sold; rather, the retail price of services and products purchased with coupons, gift cards, gift certificates or vouchers will be included in Gross Sales during the period in which the coupon, gift card, gift certificate or voucher is redeemed. Franchisee will include in Gross Sales the proceeds related to coupons, gift cards, gift certificates, or vouchers sold or distributed by other Maven Meals Businesses and honored by Franchisee in accordance with Section 9.C.

"**Gross Sales Report**" is defined in Section 5.B. of this Agreement.

"**Guarantor(s)**" means the Operating Principal and any other Owners of Franchisee required by Franchisor to sign the Guaranty and Assumption Agreement attached to this Agreement as Exhibit A-1.

"**Improvement**" is defined in Section 11.D. of this Agreement.

"**Indemnified Parties**" is defined in Section 16 of this Agreement.

"**Initial Franchise Fee**" is defined in Section 5.A. of this Agreement.

"**Kitchen Lead**" means the employee of Franchisee designated to supervise and lead the Franchised Kitchen operations.

"**Kumquat**" means the proprietary back office technology that administers customer orders, manages meal quantity and packaging information, and interfaces with the route optimization program to facilitate the administrative, logistical, and operational activities of the Maven Meals Business, including any modifications, changes, and enhancements thereto and any successor or replacement technology.

"**Local Marketing**" is defined in Section 9.E. of this Agreement.

"**Manual**" or "**Manuals**" means Franchisor's confidential operations manual, which may consist of one or more manuals, containing Franchisor's mandatory and suggested standards, specifications, and operating procedures relating to the development and operation of Maven Meals Businesses and Franchisee's obligations under this Agreement. The term also includes alternative or supplemental means of communicating information to Franchisee, including bulletins, video, audio tape, DVDs, computer software, CDs, USB data storage devices, and other electronic communications.

"**Marks**" means the trade names, trademarks, service marks, logos, emblems, and other indicia of origin that Franchisor has designated, and may designate after the Effective Date, in writing for use in connection with the System, including, but not limited to, the "MAVEN MEALS" trademark and related commercial symbols.

"**Maven Meals Website**" means the primary website for Maven Meals Businesses established by Franchisor's affiliate and further defined in Section 8.I.(3) of this Agreement.

"**Meals**" means the high quality, fresh-not frozen, healthy meals offered and sold by Maven Meals Businesses.

"**Minimum Cooperative Contribution**" is defined in Section 9.G. of this Agreement.

"**Notification Date**" is defined in Section 19.B.(1) of this Agreement.

"**Opening Date**" means the date that the Franchised Kitchen's listing on the Maven Meals Website becomes operational, allowing the Franchised Kitchen to take orders from, and begin delivering Meals to, customers.

"**Opening Training Team**" is defined in Section 8.A.(2) of this Agreement.

"**Operating Principal**" means the person designated by Franchisee and approved by Franchisor as meeting Franchisor's qualifications who is responsible for overseeing the day-to-day operation of Franchised Business.

"**Owners**" means the persons or entities holding any direct or indirect, legal or beneficial interest in Franchisee or who has any other legal or equitable interests in the revenue, profits, rights or assets of Franchisee. The Owners of Franchisee as of the Effective Date are listed on Exhibit D.

"**Partners Menu**" means a menu of offerings by local suppliers that is specific to the Franchised Business.

"**Permanent Disability**" is defined in Section 15.E.(2) of this Agreement.

"**Plans**" is defined in Section 3.E.(2) of this Agreement.

"**Reserved Area**" means any amusement parks, theme parks, sports stadiums and arenas, airports, train stations, hospitals, schools, hotels, office buildings, and military bases.

"**Royalty Fee**" is defined in Section 5.B. of this Agreement.

"**Site Consent Package**" is defined in Section 3.A.(2) of this Agreement.

"**System**" means Franchisor's comprehensive methods and procedures for the establishment, management, and operation of Maven Meals Businesses, including the Confidential Information, Franchisor's Manuals, the Marks, and other business standards and policies, the distinguishing characteristics of which include the on-line ordering system; website design; Franchised Kitchen design and layout; special recipes and menu items; uniform standards, specifications, policies, and procedures for ordering, delivery, meal preparation, operations, inventory, management and financial controls; quality and consistency of the products and services offered; training and assistance; and advertising and promotional programs, all of which Franchisor may change, improve, further develop, or otherwise modify from time to time.

"**Taxes**" means any present or future taxes, levies, imposts, duties, or other charges of whatsoever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the operation of the Franchised Business or the Franchisee entity, the payment of monies, or the exercise of rights granted pursuant to this Agreement.

"**Technology Fee**" is defined in Section 5.C. of this Agreement.

"**Term**" is defined in Section 4.A. of this Agreement.

"**Transaction Tax**" is defined in Section 5.F. of this Agreement.

2. GRANT

A. Grant of Rights. Franchisor grants Franchisee the right and non-exclusive license, and Franchisee accepts the obligation, to establish and operate one Maven Meals Business, including one Maven Meals Kitchen, in accordance with this Agreement under the Marks and using the System, for the purpose of preparing and delivering Meals to retail customers (and not wholesale customers) in accordance with this Agreement and Franchisor's standards. Unless authorized by Franchisor in writing, Franchisee may not undertake any catering activities.

B. Franchised Kitchen Location. The specific location of the Franchised Kitchen will be consented to by Franchisor and will be located within the Designated Area. The Designated Area will not be exclusive or protected for any purpose. Following Franchisor's consent to the Franchise Location, this Agreement will be amended so that the Franchise Location is set forth in Exhibit C and the Designated Area will have no further force or effect. This Agreement does not grant to Franchisee the right or license to operate the Franchised Kitchen or to prepare and deliver Meals at or from any location other than the Franchise Location.

C. Delivery Area. After Franchisee's selection of, and Franchisor's consent to, the Franchise Location, Franchisor will assign to Franchisee a geographic Delivery Area that includes the Franchise Location (but that excludes any Reserved Area) and that will be described by ZIP Codes listed in Exhibit C (as such Zip Codes are geographically configured on the date that Franchisor assigns a Delivery Area to Franchisee pursuant to this Section 2.C.). A map of the Delivery Area will be attached to this Agreement as Attachment One to Exhibit C (the "**Delivery Area Map**"). Should a conflict exist between the description of the Delivery Area by ZIP Codes in Exhibit C and the Delivery Area Map, the Delivery Area Map will control in all cases. The Delivery Area (to be set by Franchisor in its sole discretion) will include a population, at the time the Delivery Area is determined, of at least 700,000 residents, but the Delivery Area will not extend into any areas for which the drive time for delivery of any order would exceed 30 minutes from the Franchise Location. Except as otherwise provided in Section 2.D., as long as Franchisee is in full compliance with this Agreement and any other agreement between Franchisee and Franchisor or its Affiliates, neither Franchisor nor any Affiliate of Franchisor will establish, or authorize any person or entity other than Franchisee to establish, a Maven Meals Business within the Delivery Area during the Term. Unless authorized by Franchisor in writing, Franchisee may not deliver any Meals, or conduct any authorized catering activity, outside of the Delivery Area. At any time following the first anniversary of the Opening Date, Franchisee may submit a written request to expand the Delivery Area to Franchisor for consideration. If Franchisee has complied with all terms and conditions of this Agreement, Franchisor will consider such request, taking into consideration all factors determined by Franchisor to be relevant, including the population of the proposed expansion area, Franchisee's performance under this Agreement, the profitability of the Franchised Business, and whether the proposed expansion area can be serviced by the Franchised Kitchen. Franchisor will have sole discretion to approve or not to approve any expansion of the Delivery Area. If approved, any expansion will only include areas that are contiguous to the Delivery Area initially established pursuant to this Section 2.C. and will be conditioned on payment by Franchisee of an expansion fee in an amount determined by Franchisor in its sole discretion.

D. Reserved Rights. The rights granted to Franchisee under this Agreement are nonexclusive, and Franchisor and its Affiliates have and retain all rights within and outside the Delivery Area except those expressly granted to Franchisee. Accordingly, Franchisor, its Affiliates, and any other authorized person or entity will have the right, among others, (i) to operate, and license others to operate, Maven Meals Businesses outside the Delivery Area, including areas that are adjacent or proximate to the Delivery Area and to establish and operate Maven Meals Kitchens in any Reserved Area; (ii) within and outside the Delivery Area, to develop and establish other business systems (including systems that distribute products or services similar to those offered by Maven Meals Businesses) using other names or marks and to grant licenses to use those systems; (iii) to advertise and promote the System in the Delivery Area; (iv) to conduct, and license others to conduct, catering activities within the Delivery Area in response to a customer request; and (v) except for the restriction in Section 2.C. against the establishment of another Maven Meals Business within the Delivery Area, to engage, directly or indirectly, at wholesale, retail, or otherwise, in the production, distribution, license and sale of any and all food, beverages, or other services and products, under the Marks or under other names or marks, within and outside the Delivery Area, through any other method of distribution, including, but not limited to, grocery stores, supermarkets, convenience stores, other food service facilities (such as kiosks, concessions or multi-brand facilities) and community or special events of any kind, regardless of the competitive impact on the Franchised Business. Franchisee waives any right it has, may have, or might in the future have, to oppose Franchisor's exercise of its reserved rights in this Section 2.D. and any claim for compensation from Franchisor as a result of the exercise of such rights.

E. Modification of the System. Franchisor further reserves the right, in its sole discretion, to modify the System, including the adoption and use of new or modified logos, trade names, trademarks, service marks or copyrighted materials, new food items, new products, new techniques or new equipment. Franchisee recognizes Franchisor's right to make any such modifications or changes and agrees to accept, implement, use and display such changes and modifications at Franchisee's expense as if they were part of this Agreement at of the Effective Date. Franchisee will make such expenditures as such changes or modifications may require.

3. SITE SELECTION, CONSTRUCTION, AND OPENING DATE

A. Site Selection. Franchisee assumes all cost, liability, expense and responsibility for selecting the Franchise Location in accordance with Franchisor's site selection procedures.

(1) The selection of the Franchise Location and the performance of the related lease, construction and opening obligations are the sole responsibility of Franchisee. Franchisee will propose a site for the Franchised Kitchen based on its own independent research and investigation; however, Franchisor must consent to the Franchise Location before Franchisee proceeds with acquiring or leasing the Franchise Location or otherwise establishing the Franchised Kitchen.

(2) Within 90 days after the Effective Date, Franchisee will have proposed, and obtained Franchisor's consent to, a site for the Franchised Kitchen. Prior to Franchisee's acquisition of any site, Franchisee agrees to submit to Franchisor, at the time and in the manner required by Franchisor, a site consent package identifying the proposed site and containing such information as Franchisor may require in order to evaluate the proposed site, including a test fit design ("**Site Consent Package**"). Within 30 days after Franchisor receives the Site Consent Package, Franchisor will provide comments to the Site Consent Package or notify Franchisee whether, in Franchisor's judgment, the proposed site is acceptable. If Franchisor (or someone designated by Franchisor) conducts any on site-evaluation visits, Franchisee must pay Franchisor's then-current site-evaluation fee and reimburse all expenses incurred by the Franchisor (or the person designated by Franchisor) for such visit. No site may be used for the Franchised Kitchen unless it is first consented to in writing by Franchisor.

(3) Franchisee acknowledges that Franchisor's consent to the site for the Franchised Kitchen, and any information Franchisor may impart to Franchisee regarding such site, does not constitute a warranty or representation of any kind, express, implied or collateral, that the Franchised Business will be profitable or successful. Franchisor's consent to the Franchise Location merely signifies that Franchisor authorizes Franchisee to operate the Franchised Kitchen at the Franchise Location. Franchisee is solely responsible for the selection of an appropriate Franchise Location.

B. Site Acquisition. Within 90 days after Franchisor has consented to the Franchise Location, Franchisee will acquire the Franchise Location by purchase or lease, at Franchisee's expense, as set forth in this Section 3.B. Failure by Franchisee to acquire the Franchise Location within the time and in the manner required in this Agreement will constitute a material event of default under this Agreement.

(1) If Franchisee will purchase the Franchise Location, then at least 10 Business Days prior to the proposed date of the acquisition, Franchisee will submit a copy of the proposed contract of sale to Franchisor for its written consent and will furnish to Franchisor a copy of the executed contract of sale within 10 days after execution of such contract. If Franchisee will occupy the Franchise Location under a lease, then not later than 10 Business Days prior to the proposed date of execution of the lease, Franchisee will submit a copy of the proposed lease to Franchisor for written consent and will furnish to Franchisor a copy of the executed lease within 10 days after execution of such lease. Unless Franchisor otherwise agrees in writing, no contract of sale or lease for the Franchise Location will contain any term that is contrary to or inconsistent with any provision of this Agreement, nor will Franchisor consent to any lease that does not contain terms substantially in the form of those attached as Exhibit E.

(2) If the Franchise Location is identified and consented to in accordance with Section 3.A., but Franchisee is unable to acquire the Franchise Location after diligent efforts to do so, then Franchisor may, in its discretion, consider the substitution of another site for the Franchised Kitchen that satisfies the requirements of this Agreement.

C. Relocation of Franchised Kitchen; Establishment of Additional Kitchens. Franchisee will not relocate the Franchised Kitchen or open another Maven Meals Kitchen in the Delivery Area without the express prior written consent of Franchisor. If Franchisee is unable to continue the operation of the Franchised Kitchen at the Franchise Location because of the occurrence of a Force Majeure Event or for other reasons not constituting an event of default under this Agreement, then Franchisee may request Franchisor's consent to relocate the Franchised Kitchen to another site in the Delivery Area. If Franchisor elects to grant Franchisee the right to relocate the Franchised Kitchen, then Franchisee will pay to Franchisor a site relocation fee in an amount equal to 50% of the then-current initial franchise fee being charged by Franchisor, comply with Franchisor's then-current site selection and construction procedures, and the Delivery Area may be modified as deemed appropriate by Franchisor's in its sole discretion.

D. Licenses and Permits. Franchisee is responsible for obtaining all zoning classifications and clearances which may be required by any laws, ordinances, regulations, or restrictive covenants relating to the construction and operation of the Franchised Kitchen at the Franchise Location. Before beginning construction of the Franchised Kitchen, Franchisee must (i) obtain all approvals, clearances, permits, licenses and certifications required for the lawful construction or remodeling and operation of the Franchised Kitchen, and (ii) certify in writing to Franchisor that they have been obtained and that the insurance coverage specified in Section 13 is in full force and effect.

E. Construction and Finish Out. Franchisee must obtain, at its expense, the architectural, engineering, design, construction, and other services necessary for the construction of the Franchised Kitchen as required in this Agreement.

(1) Promptly after obtaining possession of the Franchise Location, Franchisee must: (a) retain the services of a general contractor; (b) purchase or lease and then, in the construction of the Franchised Kitchen, use only the approved building materials, equipment, fixtures, furniture, and signs; (c) complete the construction and/or remodeling, and installation of equipment, fixtures, and furniture in full and strict compliance with plans and specifications approved by Franchisor and all applicable ordinances, building codes, and permit requirements without any unauthorized alterations; (d) obtain all customary contractors' sworn statements and partial and final waivers and obtain all necessary permits, licenses, and architectural seals and comply with applicable legal requirements relating to the building, equipment and premises, including, but not limited to, the Americans With Disabilities Amendments Act; and (e) obtain and maintain all required zoning changes, building, utility, health, sanitation, and sign permits and licenses and any other required permits and licenses.

(2) Without limiting the generality of this Section 3.E., Franchisee must submit architectural and design plans and specifications for the Franchised Kitchen (the "**Plans**") to Franchisor for review within 45 days after Franchisee acquires, or enters into a lease for, the Franchise Location. Franchisor will notify Franchisee of any objections or comments to the Plans within 30 days after receipt of the Plans. The Plans must not be materially changed or modified without Franchisor's prior written consent. A change is material if it (i) affects the structural integrity of the Franchised Kitchen, (ii) changes the appearance, location, size or quality of the Franchised Kitchen, (iii) affects the design, equipment, furnishings, or fixtures of the Franchised Kitchen or (iv) causes the Franchised Kitchen to deviate from the standards then established for the System. Franchisee acknowledges that Franchisor's review of the Plans is only for the purpose of determining compliance with System standards, and that Franchisor's acceptance of the Plans does not constitute a representation, warranty, or guarantee, express or implied, that the Plans are accurate or free of error concerning their structural application. Franchisor is not responsible for architecture or engineering, or for code, zoning, or other requirements of the laws, ordinances or regulations of any federal, state, local, or municipal governmental body, including any requirement relating to accessibility by disabled persons or others, nor are Franchisor responsible for any errors, omissions, or discrepancies of any nature in the Plans.

(3) Franchisee must promptly commence and diligently pursue construction of the Franchised Kitchen. During construction, Franchisee must provide Franchisor with such periodic progress reports as Franchisor may reasonably request. In addition, Franchisor will make such on-site inspections as Franchisor may deem reasonably necessary to evaluate the progress of construction of the Franchised Kitchen, which may include virtual site visits. Franchisee must notify Franchisor of the scheduled date for completion of construction no later than 45 days prior to such date. Within a reasonable time after the date construction is completed, Franchisor will, at its option, conduct an inspection of the completed Franchised Kitchen. Franchisee must not open the Franchised Kitchen for business without Franchisor's written authorization, which will be conditioned upon Franchisee's strict compliance with this Agreement.

(4) Opening Date. Franchisee must complete construction of the Franchised Kitchen in accordance with the terms of this Agreement and commence business within 270 days after the Effective Date, unless Franchisee obtains a written, 30-day extension from Franchisor, which Franchisor may or may not grant in its sole discretion. If Franchisee wishes to acquire a 30-day Opening Date extension, Franchisee must submit its request to Franchisor in writing no later than 45 days before the Opening Date deadline. If Franchisor grants Franchisee's request for a 30-day extension, Franchisee must pay Franchisor $5,000. The extension fee will not be reduced on a *pro rata* basis. Franchisee must follow the same process for any additional extensions, which Franchisor may or may not grant, in its sole discretion. Notwithstanding the foregoing, Franchisee acknowledges that time is of the essence. Before the Opening Date, Franchisee must complete all exterior and interior preparations for the Franchised Kitchen, including installation of equipment, fixtures, furnishings, and signs, pursuant to the Plans approved by Franchisor, and Franchisee must comply with all other pre-opening obligations. If Franchisee does not comply with any such obligations, Franchisor will have the right to prohibit Franchisee from opening the Franchised Kitchen. Franchisee's failure to open the Franchised Kitchen in compliance with this Section 3.E.(4) will be deemed a material event of default under this Agreement.

4. TERM AND RENEWAL

A. Term. Unless sooner terminated as provided in this Agreement, the initial term of this Agreement ("**Term**") will begin on the Effective Date and will continue until 10 years after the Opening Date.

B. Renewal. Franchisee may, at its option, renew its rights under this Agreement for two additional consecutive terms of five years each, subject to any or all of the following conditions which must, at Franchisor's option, be satisfied prior to and at the time of renewal:

(1) Franchisee must give Franchisor written notice of its election to renew not less than six months nor more than nine months before the end of the initial Term;

(2) Franchisee must refurbish, repair, or replace, at its expense, all Computer Systems, equipment, signs, fixtures, furnishings, supplies, and other items required for the operation of the Franchised Business as Franchisor may reasonably require and must upgrade the Franchised Kitchen to reflect the then-current standards and image of the System. Franchisee acknowledges that such requirements may include extensive changes, and Franchisee will commence such refurbishing, repair, replacement, and upgrades promptly upon notice from Franchisee (unless Franchisee elects not to renew its rights) and will complete such requirements as expeditiously as possible, but in any event prior to the commencement of the renewal term;

(3) Franchisee must not be in default of this Agreement; neither Franchisee nor its Affiliates may be in default of any other agreement with Franchisor or any of Franchisor's Affiliates; and Franchisee and its Affiliates will have substantially and timely complied with the terms and conditions of such agreements during their respective terms;

(4) All monetary obligations owed to Franchisor and its Affiliates under this Agreement and any other agreement between Franchisee or any of its Affiliates and Franchisor or any of its Affiliates must have been timely satisfied;

(5) Franchisee must present evidence satisfactory to Franchisor that it has the right to remain in possession of the Franchise Location during the renewal term or obtain Franchisor's consent to a new site for the Franchised Kitchen;

(6) Franchisee must execute Franchisor's then-current form of renewal franchise agreement, which will supersede this Agreement in all respects, and the terms of which may materially differ from the terms of this Agreement, including a higher royalty fee and advertising contribution or expenditure requirements;

(7) Franchisee and its Owners must execute a general release of any and all claims against Franchisor, its Affiliates, and their respective officers, directors, shareholders, partners, members,

agents, representatives, independent contractors, servants and employees, past and present, in their corporate and individual capacities, including claims arising under this Agreement or under federal, state, or local laws, rules, regulations, or orders;

(8) Franchisee must comply with Franchisor's then-current qualification and training requirements; and

(9) Franchisee must pay to Franchisor, at least 30 days prior to the end of the expiring term, a renewal fee of $2,500 or any greater amount required to reimburse Franchisor for any out-of-pocket expenses incurred by Franchisor in connection with such renewal (including and as needed, reasonable accountants' and attorneys' fees).

5. FEES

A. Initial Franchise Fee and Franchise Website Set-Up Fee. On or before the Effective Date Franchisee will pay Franchisor an initial franchise fee of $40,000 (the "**Initial Franchise Fee**") and a Franchise Website set-up fee in the amount of $1,300 to $2,600 ("**Franchise Website Set-Up Fee**"). The Initial Franchise Fee and Franchise Website Set-Up Fee will be deemed fully earned and nonrefundable upon receipt by Franchisor.

B. Royalty Fee and Report. During the Term, Franchisee will pay Franchisor a continuing weekly royalty fee in an amount equal to 6% of the Franchised Business's Gross Sales for the immediately preceding week (the "**Royalty Fee**"). Each Royalty Fee payment will be accompanied by a report in a format designed by Franchisor itemizing the Gross Sales for the preceding week (the "**Gross Sales Report**"). The Royalty Fee and any other weekly payment by Franchisee due under this Agreement will be due each Wednesday during the Term. If the date on which any such payment would otherwise be due is not a Business Day, then payment will be due on the next Business Day. For purposes of this Section 5.B., the Franchised Business's first week of operation will begin on the Opening Date and will end on the following Sunday, and each subsequent week will begin on Monday and conclude on the following Sunday.

C. Technology Fee. During the Term of this Agreement, Franchisee must pay to Franchisor the then-current weekly technology fee (the "**Technology Fee**"), currently $100 per week. The Technology Fee defrays the costs of certain technology-related expenses incurred by Franchisor during the Term (including maintenance of and improvements to Kumquat, the Maven Meals Website, and Franchisee's allocable share of fees for route optimization software) and may be adjusted at any time with 30 days' prior written notice to Franchisee; provided that Franchisor will not increase the Technology Fee to an amount greater than $300 per week during the Term.

D. Other Fees and Payments. In addition to the Initial Franchise Fee, Royalty Fee and Technology Fee, Franchisee must pay when due all other fees or amounts described in this Agreement and in any other agreement between Franchisee and Franchisor or its Affiliates.

E. Past Due Amounts; Acceptance and Application of Payments.

(1) Any payment not actually received by Franchisor on or before the due date will be deemed overdue. All unpaid obligations under this Agreement will bear interest from the date due until paid at the lesser of 18% per annum, or the maximum rate allowed by applicable law. No provision of this Agreement will require the payment or permit the collection of interest in excess of the maximum rate allowed by applicable law. If for any reason interest in excess of the maximum rate allowed by applicable law will be deemed charged, required or permitted, any such excess will be applied as a payment to reduce any other amounts which may be due and owing under this Agreement, and if no such amounts are due and owing under this Agreement, then such excess will be repaid to the party making the payment. Franchisee must pay any late payment fees assessed by Franchisor, up to $200 for each delinquent report or payment that Franchisee owes Franchisor under this Agreement.

(2) Franchisor's acceptance of any payments subsequent to the due date will not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, provisions, covenants or conditions of this Agreement.

(3) Franchisor will have the right to apply any payment that it receives from Franchisee to any amounts that Franchisee owes to Franchisor or its Affiliates under this Agreement or any other agreement, even if Franchisee has designated the payment for another purpose or account. Franchisor may accept any check or payment in any amount from Franchisee without prejudice to Franchisor's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying any check or payment or elsewhere will constitute or be considered as an accord or satisfaction.

(4) Franchisee has no right to withhold any payments due to Franchisor on account of Franchisor's breach or alleged breach of this Agreement and no right to offset any amount due to Franchisor against any obligation that Franchisor may owe to Franchisee.

F. Taxes. Franchisee will pay to Franchisor any sales, use, excise, privilege, occupation, franchise, consumer or other transactional tax ("**Transaction Tax**") that Franchisor is required or permitted by law to collect from Franchisee for the sale, lease or other provision of goods or services under this Agreement. Franchisee will also pay to Franchisor an amount equal to all Taxes or amounts, however designated, imposed on Franchisor or required to be withheld by Franchisee in connection with the receipt or accrual of Royalty Fees or any other amounts payable by Franchisee to Franchisor under this Agreement or any related agreement, excluding only Taxes imposed on Franchisor for the privilege of conducting business and calculated with respect to Franchisor's net income, capital, net worth, gross receipts, or some other basis or combination thereof, (but not excluding any gross receipts taxes imposed on Franchisor for payments by Franchisee intended to reimburse Franchisor for expenditures incurred for Franchisee's benefit or on behalf of Franchisee). Any such payment will be in an amount necessary to provide Franchisor with after tax receipts (taking into account any additional payments required under this Agreement), equal to the same amount Franchisor would have received under this Agreement if such additional tax liability or withholding had not been imposed or required.

G. Electronic Funds Transfer. Franchisee must execute all documents necessary to permit Franchisor to withdraw funds from Franchisee's designated bank account by electronic funds transfer ("**EFT**") in the amount of the Royalty Fee, the Technology Fee, the Brand Development Fund contribution (described in Section 9.D.), and any other amounts due under this Agreement at the time such amounts become due and payable under the terms of this Agreement. Any fee calculated by reference to Gross Sales will be based on the information that Franchisor obtains pursuant to Section 8.G. or the Gross Sales Report, at Franchisor's election. If Franchisor has not received the Gross Sales Report within the time period required by this Agreement, then Franchisor may process an EFT for the subject week based on the most recent Gross Sales information taken from Franchisee's Computer System. Should the bank where Franchisee's designated account has been established fail to honor any EFT for any reason, Franchisee will make such payment and pay any related service charge. If any payments are not received when due, interest may be charged in accordance with Section 5.E. Upon written notice to Franchisee, Franchisor may designate another method of payment.

6. FRANCHISOR OBLIGATIONS

Franchisor will provide the following services or cause them to be provided to Franchisee:

A. Manuals. Access to one set of the Manuals in electronic or paper format.

B. Training. An initial training program and additional training programs (including conferences and seminars, in Franchisor's discretion) in accordance with Section 8.A.(1) Upon Franchisee's reasonable request, or if Franchisor determines it to be necessary during the Term, on-site remedial training; provided, that remedial training will be conducted subject to the availability of Franchisor's personnel, and provided further, that Franchisor may require Franchisee to pay Franchisor's then-current per diem fee for on-site remedial training, and pay or reimburse Franchisor for the expenses incurred by its representatives, including the costs of travel, lodging, and meals.

C. Opening Assistance. On-site pre-opening and opening training, supervision, and assistance in accordance with Section 8.A.(2).

D. Advertising Materials. Advertising, marketing and promotional materials for use by Franchisee in conducting Local Marketing. Franchisee may be required to pay a charge for Local Marketing materials specific to the Franchised Business in accordance with Section 9.E.(2).

E. Brand Development Fund. Administration of the Brand Development Fund in accordance with Section 9.

F. Operational Advice. Advice and written materials concerning techniques for managing and operating Maven Meals Businesses, including new developments and improvements in the System.

G. Supplier List. From time to time, as Franchisor deem appropriate, a list of designated and approved suppliers.

7. FRANCHISEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Franchisee's Diligence.

(1) Franchisee acknowledges having received a copy of Franchisor's FDD at least 14 days before Franchisee executed this Agreement or paid any consideration to Franchisor (or any longer period required by applicable state law). Franchisee further acknowledges that Franchisee has read this Agreement and the FDD and that Franchisee understands the terms of this Agreement and accepts them as being reasonably necessary for Franchisor to protect the goodwill associated with the Marks and the integrity of the System.

(2) Franchisee has conducted an independent investigation of the business contemplated by this Agreement and recognizes that an investment in a Maven Meals Business involves business risks; that Franchisee's success is largely dependent on its and its Owners' resources, abilities and efforts; and that the nature of Maven Meals Businesses may change over time.

(3) Franchisee understands and agrees that Franchisor may change the System in any manner that is not expressly and specifically prohibited by this Agreement.

(4) Franchisee acknowledges that Franchisee is relying solely on Franchisor, and not on any Affiliate of Franchisor, with regard to the financial and other obligations of Franchisor under this Agreement. Franchisee further acknowledges that no employee or other person speaking on behalf of, or otherwise representing, Franchisor has made any statement or promise to the effect that any Affiliate of Franchisor guarantees Franchisor's performance or financially backs Franchisor.

B. Franchisee's Organization. If two or more persons are at any time the "Franchisee" under this Agreement, whether as partners or joint venturers, their obligations and liabilities to Franchisor are joint and several. If Franchisee is a corporation, partnership, limited liability company, or other legal entity:

(1) Franchisee is duly organized and validly existing under the laws of the state of its formation;

(2) Franchisee is duly qualified and authorized to do business in each jurisdiction in which Franchisee's business activities or the nature of the properties Franchisee owns require such qualification;

(3) Franchisee's corporate charter or written partnership or limited liability company agreement, as applicable, will at all times provide that Franchisee's activities are confined exclusively to the operation of a Maven Meals Business, and Franchisee warrants and represents that neither Franchisee nor any of its Affiliates or Owners own, operate or have any financial or beneficial interest in any business that is the same as or similar to a Maven Meals Business;

(4) The execution of this Agreement and the performance of the transactions contemplated by this Agreement are within Franchisee's corporate power, or if Franchisee is a partnership or a limited liability company, are permitted under Franchisee's written partnership or limited liability company agreement and have been duly authorized; and

(5) Franchisee has provided to Franchisor, prior to the Effective Date, copies of Franchisee's articles of incorporation and bylaws or, as applicable, Franchisee's written partnership or limited liability company agreement, other governing documents, any amendments to them, resolutions authorizing Franchisee's entry into and performance of this Agreement, and any certificates, buy-sell agreements, or other documents restricting the sale or transfer of Franchisee's stock or other ownership interests and any other documents that Franchisor may reasonably request. During the Term, Franchisee will promptly provide to Franchisor true and correct copies of any proposed amendments or other changes to such governing documents and annually, within 45 days following the end of each calendar year during the Term and at such other times as Franchisor may reasonably request in writing, will provide to Franchisor then-current copies of Franchisee's governing documents. No such documents will contain any provision that is contrary to or inconsistent with any provision of this Agreement.

C. Franchisee's Owners.

(1) If Franchisee is a corporation, partnership, limited liability company, or other legal entity, the ownership interests in Franchisee are accurately and completely described in Exhibit D. Franchisee will maintain at all times a current list of all of Franchisee's Owners and make Franchisee's list of Owners available to Franchisor upon request.

(2) If Franchisee is a corporation, Franchisee must maintain stop-transfer instructions against the transfer on Franchisee's records of any of Franchisee's equity securities and conspicuously endorse each stock certificate with a statement, in a form satisfactory to Franchisor, that it is held subject to all restrictions imposed upon assignments by this Agreement. If Franchisee is a partnership or limited liability company, Franchisee's written partnership or limited liability company agreement must provide that ownership of an interest in the partnership or limited liability company is held subject to all restrictions imposed upon assignments by this Agreement.

(3) Franchisee will cause each Guarantor to execute the Guaranty and Assumption Agreement attached as Exhibit A-1, jointly and severally guarantying Franchisee's performance under this Agreement and otherwise binding themselves to the terms of this Agreement, as stated therein. This Agreement will be contingent upon the execution by each Guarantor of the Guaranty and Assumption Agreement. Any Owner not signing the Guaranty and Assumption Agreement will execute the Owners' Assumption Agreement attached as Exhibit A-2.

D. Franchisee's Financial Covenants.

(1) Franchisee and each Guarantor have provided to Franchisor their most recent financial statements. These financial statements fairly present the financial position of Franchisee and each Guarantor at the dates indicated therein. Each of the financial statements are certified as true and correct and have been prepared in conformity with generally accepted accounting principles and, except as expressly described in the applicable notes, applied on a consistent basis. There are no material liabilities, adverse claims, commitments, or obligations of any nature, whether accrued, unliquidated, absolute, contingent, or otherwise, which are not reflected as liabilities on the financial statements. Annually, by April 15th of each calendar year during the Term, and at such other times as Franchisor may reasonably request in writing, Franchisee will provide to Franchisor current financial statements of Franchisee and each Guarantor, prepared on a calendar-year basis and in accordance with generally accepted account principals and certified by an authorized representative of Franchisee or such Guarantor (as applicable) to be true, complete and correct.

(2) At Franchisor's request, Franchisee must provide Franchisor with any and all loan or other documents regarding the financing of the Franchised Business.

(3) Franchisee will maintain at all times during the Term sufficient working capital to fulfill its obligations under this Agreement.

E. Franchisee's Management.

(1) Upon the execution of this Agreement, Franchisee must designate and must retain at all times during the Term, an individual to serve as Franchisee's Operating Principal. The Operating Principal must have and maintain a 10% or greater ownership interest in Franchisee, must meet Franchisor's qualifications, must be approved by Franchisor, and must sign the Guaranty and Assumption Agreement. The Operating Principal for all Maven Meals Businesses operated by Franchisee and, if applicable, Franchisee's Affiliates must be the same person. The Operating Principal must be empowered with full authority to act for Franchisee.

(2) Franchisee must designate a General Manager (who may be the same person as the Operating Principal) to supervise the day-to-day operation of the Franchised Business and a Kitchen Lead to oversee the operation of the Franchised Kitchen. The General Manager and Kitchen Lead must satisfy Franchisor's qualifications and must devote full time and best efforts to the day-to-day operation and management of the Franchised Business and Franchised Kitchen, as applicable. Designation of a person other than the Operating Principal as General Manager will not relieve the Operating Principal of his or her obligations under this Agreement. Any person other than the Operating Principal serving as General Manager and any Kitchen Lead must sign the Confidentiality and Non-Compete Agreement attached as Exhibit B to this Agreement.

(3) Franchisee's Operating Principal, Kitchen Lead and General Manager, if applicable, will be listed in Exhibit D, and Franchisee will keep such information current at all times during the Term. Franchisee must promptly notify Franchisor in writing if its Operating Principal, General Manager, or Kitchen Lead cannot continue or no longer qualifies to serve in that capacity and must take corrective action within 30 days after any such notice. During such 30-day period, Franchisee must provide for interim management of the Franchised Business in accordance with this Agreement. Any failure to comply with this Section 7.E.(3) will be a material breach of this Agreement.

(4) Franchisee's Operating Principal, General Manager and Kitchen Lead must attend, at Franchisee's expense, Franchisor's initial training program in accordance with Section 8.A., as well as (a) an annual refresher training at a location designated by Franchisor lasting for up to five days, and (b) all meetings relating to new, or changes in, System procedures, programs, training, promotional programs, and/or similar topics.

(5) If Franchisee and its Affiliates operate more than one Maven Meals Business, Franchisee agrees that it and its Affiliates will adopt and maintain a management structure that is sufficient (in Franchisor's judgment) to conduct the operation of all such Maven Meals Kitchens in compliance with their respective franchise agreements, the Manuals, and the System. Franchisee acknowledges and agrees that this undertaking may require the creation of one or more executive financial and operational positions to be filled by one or more full-time managers dedicated to the Maven Meals Businesses operated by Franchisee and its Affiliates (each, an "**Executive Manager**"). Each Executive Manager must satisfy Franchisor's qualifications.

F. Legal Compliance. In addition to complying with Franchisee's obligations under this Agreement, Franchisee must comply with all applicable federal, state and local laws, rules, regulations, ordinances, and orders (including all applicable data privacy laws). Such laws, rules, regulations, ordinances, and orders vary from jurisdiction to jurisdiction and may be amended or implemented or interpreted in a different manner from time to time. It is Franchisee's sole responsibility to apprise itself of the existence and requirements of all such laws, rules, regulations, ordinances, and orders and to adhere to them at all times during the Term. Without limiting the foregoing,

(1) Franchisee shall cooperate with Franchisor to ensure compliance with all applicable privacy and data security laws. Specifically, but without limitation, Franchisee must provide all necessary privacy notices in compliance with applicable privacy and personal data protection laws, collect the express consent to the collection and use of personal data from all persons (including, customers and employees) as and when required by law, and ensure that any authorized person with access to such personal

data (including, Customer Data) will collect, use and process such personal data in compliance with all applicable laws and regulations.

(2) Franchisee certifies that neither Franchisee nor any of its Owners, employees, or anyone associated with Franchisee is listed in connection with any Anti-Terrorism Law, and Franchisee agrees not to hire or have any dealings with a person so listed. Franchisee further certifies that Franchisee has no knowledge or information that, if generally known, would result in Franchisee, its Owners, employees, or anyone associated with Franchisee being so listed. Franchisee will comply with and/or assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with the Anti-Terrorism Laws and, in connection with such compliance, Franchisee represent and warrant that none of its property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and its Owners are not otherwise in violation of any of the Anti-Terrorism Laws. "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and any other requirements of any governmental authority (including the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

G. Powers of Attorney. Franchisee appoints Franchisor as its true and lawful attorney-in-fact, with full power and authority (i) to assign to Franchisor upon the termination or expiration of this Agreement (a) all rights to the telephone numbers of the Franchised Business, any related Internet listings, and all rights to any website listings or services, search engines or systems, and any other business listings related to the Franchised Business and (b) at Franchisor's option, Franchisee's interest in any lease for the Franchise Location and any equipment used in the operation of the Franchised Kitchen; and (ii) to obtain any and all returns and reports related to the Franchised Business that Franchisee files with any local, state, or federal taxing authority. Such powers of attorney will survive the expiration or termination of this Agreement, and Franchisee will execute such forms and documents as Franchisor deems necessary to appoint Franchisor its true and lawful attorney-in-fact with full power and authority for the foregoing purposes.

H. Continuing Obligations. Franchisee and its Owners make the foregoing representations, warranties, and covenants understanding that such representations, warranties, and covenants are continuing obligations. Franchisee will cooperate with Franchisor to verify its and its Owners' continuing compliance with such representations, warranties, and covenants. Any failure to comply with these representations, warranties, and covenants will constitute a material event of default under this Agreement.

8. FRANCHISED BUSINESS OPERATIONS

A. Training.

(1) Initial, On-Going, and Remedial Training. Franchisee's Operating Principal, General Manager, and Kitchen Lead must successfully complete Franchisor's initial training program at least 30 days before the Opening Date. Any successor or replacement Operating Principal, General Manager, or Kitchen Lead must successfully complete Franchisor's applicable training program within a reasonable time after such persons are designated. These persons, and any of Franchisee's other personnel whom Franchisor may designate, must attend and complete on-going training of up to 5 days a year (including attendance at conventions, regional meetings or specific training courses) that Franchisor may from time to time require. Franchisor also may provide remedial training if Franchisee requests (subject to the availability of trainers) or if Franchisor requires. Training will be conducted at locations that Franchisor designates. Initial training for Franchisee's Operating Principal, General Manager, and Kitchen Lead is provided at no additional charge; however, Franchisor reserves the right to charge its then-current fee for training successor or replacement personnel and for any on-going and remedial training programs. Franchisee is responsible for any and all expenses incurred in connection with any initial, on-going, or remedial training, including the costs of travel, lodging, meals, and wages incurred by Franchisee and the

individuals required to attend training or by Franchisor and its personnel providing such training. If the Operating Principal, General Manager, or Kitchen Lead fails, in Franchisor's sole judgment, to satisfactorily complete the required training programs, such failure will be a default under this Agreement, and if Franchisee fails to cure such default within 90 days following written notice from Franchisor, Franchisor may terminate this Agreement.

(2) Opening Assistance. If the Franchised Kitchen established pursuant to this Agreement is the first Maven Meals Kitchen established by Franchisee and its Affiliates, then in connection with the opening of the Franchised Business, Franchisor will provide or arrange for the provision of one or more trained representatives ("**Opening Training Team**") to provide on-site opening training, supervision, and assistance to Franchisee for approximately 10 days at no additional cost to Franchisee. The time period for which such assistance will be provided will be determined by Franchisor based upon its assessment of Franchisee's operational requirements and the number of Opening Training Team representatives will be one unless Franchisor determines that additional representatives are required. If Franchisee requests that Franchisor provide additional opening training and Franchisor agrees to provide such additional opening training, Franchisee will reimburse Franchisor for the costs incurred to provide the Opening Training Team for the duration of such additional opening training as follows: (a) a per diem rate for each member of the Opening Training Team, and (b) the actual additional cost of travel, food, lodging, local transportation, and reasonable incidental expenses incurred by the members of the Opening Training Team (including any fees associated with travel changes if Franchisee requests additional training after travel has been booked). Franchisor may, in its sole discretion, charge a reasonable fee for such Opening Training Team with respect to any replacement Franchised Kitchen established by Franchisee or in accordance with Section 3.A. as a result of a Force Majeure event.

B. Standards Compliance. Franchisee acknowledges the importance of maintaining consistency among all of the Maven Meals Businesses and the importance of complying with all of Franchisor's standards and specifications relating to the operation of Maven Meals Businesses. To protect the reputation and goodwill of the System and to maintain high standards of operation under the Marks, Franchisee must conduct the Franchised Business in accordance with the Manuals, other written directives which Franchisor may issue to Franchisee from time to time, and any other manuals and materials created or approved for use in the operation of Maven Meals Businesses. Franchisee further acknowledges that Franchisor may modify the System, the Manuals, and the products and services offered by the Franchised Kitchen from time to time, and Franchisee must comply, at Franchisee's expense, with all such modifications. Further, Franchisor reserves the right to materially vary its standards or franchise agreement terms for any franchisee depending on the circumstances, including, but not limited to, timing of the grant of the franchise, trade area/market variables, local business practices, population, or any other condition which Franchisor considers important to the operation of Maven Meals Kitchens. Franchisee acknowledges and agrees that Franchisor has no obligation to disclose to Franchisee any variation or to grant the same or a similar variation to Franchisee.

C. Maintenance. Franchisee must maintain the Franchised Kitchen and any vehicles and other assets used in the operation of the Franchised Business in a high degree of sanitation and repair, and make such additions, alterations, repairs, and replacements as may be required for that purpose, including periodic repainting and repair or replacement of fixtures and equipment used to store, prepare and cook Meals and the ingredients used in Meals as Franchisor may reasonably direct. No alterations, improvements, or changes of any kind in design, equipment, fixtures, or furnishings will be made in or about the Franchised Kitchen without Franchisor's prior written approval.

D. Upgrades. At Franchisor's request, Franchisee must make improvements to the Franchised Kitchen and any vehicles and other assets used in the operation of the Franchised Business to conform to Franchisor's then-current standards and specifications. Without limiting the foregoing, Franchisee must obtain, at Franchisee's expense, any new or additional equipment, fixtures, supplies, and other products and materials which Franchisor may require to enable Franchisee to offer and sell new services or products from the Franchised Kitchen or provide such services or products by any alternative means. Franchisee acknowledges that such changes may require Franchisee to install new color schemes, flooring, signage and other visual and/or physical elements at the Franchise Location and agrees that, if Franchisor requires, Franchisee will make any capital improvements required by this Section 8.D. at any time on or after the fifth anniversary of the Opening Date.

E. Sourcing.

(1) Franchisee must comply with all of Franchisor's standards and specifications for the purchase of all food and beverage items, ingredients, supplies, packaging, materials, fixtures, furnishings, equipment, Computer Systems, delivery or catering vehicles and other products used or offered for sale by the Franchised Business, including any approved or designated brand If Franchisor has approved or designated suppliers for any such item (including manufacturers, distributors and other sources), Franchisee must obtain these items from those suppliers. Approved or designated suppliers are those who demonstrate the ability to meet Franchisor's then-current standards and specifications, who have adequate quality controls, and who have been approved in writing by Franchisor and who have not thereafter been disapproved by Franchisor. Franchisee acknowledges and agrees that (a) Franchisor may change the number of approved suppliers at any time or approve or disapprove any suppliers at any time, and may designate itself, an Affiliate of Franchisor, or a third party as the exclusive source for any particular item; and (b) Franchisor may profit from Franchisee's purchases from designated or approved suppliers, and Franchisor and/or its Affiliates may receive payments, fees, commissions or reimbursements from such suppliers in respect of Franchisee's purchases (including for products and services Franchisor or Franchisor's Affiliates provide to Franchisee and by suppliers that Franchisor designates or approves for some or all of its franchisees). At Franchisor's discretion, Franchisor may refund such amounts to Franchisee, contribute such amounts to the Brand Development Fund, or retain such amounts for Franchisor's own use in Franchisor's discretion, notwithstanding any designation by the supplier or otherwise. Contribution of any such rebates or credits to the Brand Development Fund will not reduce Franchisee's obligation to make the contributions to the Brand Development Fund provided for in this Agreement.

(2) If Franchisee wishes to use any item or service that Franchisor has not yet evaluated or, for items that Franchisor requires Franchisee to purchase from designated or approved suppliers if Franchisee wish to purchase or lease any such item from a supplier that Franchisor has not yet approved, Franchisee must submit a written request for approval to Franchisor. Except for requests to approve suppliers or items associated with the Partners Menu, all requests must be accompanied by an initial payment of $1,000 for Franchisor's review of such request. Franchisor shall have no obligation to refund all, or any portion, of the $1,000 payment, whether or not it approves the request, but may, in Franchisor's discretion, elect to refund some or all of the payment if the alternative supply source is approved for use by all franchisees operating under the System. If Franchisor's actual costs of reviewing a request for approval of an alternative supply source (including any costs related to testing and research related to such request) exceeds the initial payment of $1,000, Franchisee will reimburse Franchisor for all such excess costs within 30 days after receipt of an invoice requesting reimbursement for such costs from Franchisor. If the request is to approve a supplier or item associated with the Partners Menu, Franchisee will not be required to make the initial $1,000 payment but will be required to reimburse Franchisor for its actual expenses incurred in connection with its review of the request. Franchisee cannot purchase or lease any such item unless the item, service or supplier has been approved in writing by Franchisor. Franchisor is not required to approve any particular item, service or supplier. Franchisor will have the right to require Franchisee to submit information, specifications, and samples to Franchisor to enable Franchisor to determine whether the item or service complies with its standards and specifications and that the supplier meets Franchisor's criteria. Franchisor also has the right to send its representatives to inspect the supplier's facilities and to have samples from the supplier be delivered to Franchisor or to an independent laboratory designated by Franchisor for testing. Franchisee or the proposed supplier may be required to pay for the cost of the inspection and of the test (including Franchisor's administrative expenses). Franchisor may condition its approval of a supplier on requirements relating to product quality, prices, consistency, reliability, financial capability, labor relations, client relations, frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints), or other criteria. Franchisor will

notify Franchisee within 60 days after Franchisee's request as to whether Franchisee may purchase products from the proposed supplier. Franchisor reserves the right to re-inspect from time to time the facilities and products of any approved supplier and to revoke Franchisor's approval of the supplier if the supplier fails to continue to meet any of Franchisor's criteria. If Franchisor revokes Franchisor's approval of any supplier, Franchisee must promptly discontinue use of that supplier. Franchisee's failure to comply with the provisions of this Section 8.E. will be deemed a material breach under this Agreement.

F. Operational Requirements. Franchisee must operate the Franchised Business in full conformity with Franchisor's methods, standards, and specifications as set forth in the Manuals and as from time to time otherwise prescribed in writing. Without limitation of the foregoing, Franchisee will:

(1) Sell or offer for sale through the Maven Meals Website, and through no other channels of distribution unless expressly authorized in writing by Franchisor, all (and only those) menu items, products or services that Franchisor requires, and discontinue selling and offering for sale any menu items, products, or services which Franchisor may disapprove in writing at any time. Without limitation of the foregoing, Franchisee acknowledges that, as of the Effective Date of this Agreement, Maven Meals Businesses are not authorized to offer, sell, or deliver alcoholic beverages and Franchisee agrees not to do so;

(2) Deliver all menu items, products and services using the method and manner of delivery that Franchisor prescribes and in accordance with Franchisor's standards and specifications. Without limitation of the foregoing, Franchisee agrees not to (i) utilize any on-demand delivery services (e.g., Grubhub or Uber Eats) in connection with the operation of the Maven Meals Business, or (ii) provide catering services unless and until such catering services are authorized in writing by Franchisor. If Franchisee wishes to provide catering services, Franchisee will submit a written request to Franchisor to provide catering services in all or part of the Delivery Area. Franchisor may withhold approval with respect to any such request for any or no reason (in its sole discretion) but will take into consideration its assessment of Franchisee's ability to conduct catering activities and the impact that such catering activities may have on the Franchised Kitchen;

(3) Maintain in sufficient supply and to use and sell at all times only those food and beverage items, ingredients, products, packaging, materials, and supplies that conform to Franchisor's standards and specifications; prepare all menu items in accordance with Franchisor's recipes and procedures for preparation; use the brand and/or type of ingredients that Franchisor requires and the prescribed measurements of ingredients; and refrain from deviating from Franchisor's standards and specifications by using or offering non-conforming items or differing amounts of any items or otherwise, without Franchisor's prior written consent;

(4) Permit Franchisor or Franchisor's agents, at any reasonable time, to remove samples of food or non-food items from the Franchised Kitchen, without payment, in amounts reasonably necessary for testing to determine whether such samples meet Franchisor's then-current standards and specifications. In addition to any other remedies Franchisor may have under this Agreement, Franchisor may require Franchisee to bear the cost of such testing if the supplier of the item has not previously been approved by Franchisor or if the sample fails to conform to Franchisor's specifications;

(5) Purchase or lease and install, at Franchisee's expense, all fixtures, furnishings, equipment, décor items, signs, delivery and catering vehicles and related items that Franchisor may reasonably direct from time to time; and refrain from installing or permitting to be installed in or about the Franchised Kitchen, without Franchisor's prior written consent, any fixtures, furnishings, equipment, decor items, signs, or other items not previously approved as meeting Franchisor's standards and specifications;

(6) Grant Franchisor and Franchisor's agents the right at any time to enter the Franchised Kitchen and any delivery or catering vehicles to conduct inspections and will cooperate with Franchisor's representatives conducting the inspections by rendering such assistance as they may reasonably request. Franchisee acknowledges that Franchisor may engage third parties to conduct on-site inspections of the Franchised Kitchen on a quarterly basis and agrees to pay a reasonable fee to Franchisor

to defray the cost of each such inspection. Franchisee further agrees, upon notice from Franchisor (and without limiting Franchisor's other rights under this Agreement), to take any and all steps that may be necessary to correct promptly any deficiencies detected during an inspection. If Franchisee fails for any reason to correct such deficiencies within a reasonable time, as determined by Franchisor, Franchisor will have the right and authority (but no obligation) to correct the deficiencies, for the purpose of maintaining brand standards, and to charge Franchisee a reasonable fee, payable on demand, for Franchisor's expenses in taking the corrective action (including any necessary re-inspection);

(7) Employ a sufficient number of competent and trained employees to ensure efficient service to Franchisee's customers. Franchisee must require all of Franchisee's employees to wear at all times while at the Franchised Kitchen clean uniforms conforming to such specifications as Franchisor may designate from time to time. Franchisee must also require all of Franchisee's employees to present a clean, neat appearance and render competent and courteous service to customers, as may be further detailed in the Manual. No employee of Franchisee will be deemed to be an employee of Franchisor for any purpose whatsoever, and all of Franchisee's employment practices must be in accordance with all applicable federal, state and local laws; and

(8) Keep the Franchised Kitchen open and in operation for the days and hours that Franchisor may from time to time prescribe.

G. Computer Systems and Technology.

(1) Franchisee will, at its expense, acquire, install and maintain the Computer System that Franchisor specifies from time to time for use in the operation of the Franchised Business and will follow the procedures Franchisor specifies in the Manuals or otherwise in writing. Franchisee acknowledges that Franchisor may modify the specifications and the components of any such Computer System from time to time.

(2) Franchisor may require that Franchisee install and maintain systems that permit Franchisor to access and retrieve electronically, by telecommunication or other designated method, any information stored in Franchisee's Computer Systems, including information concerning Gross Sales, at the times and in the manner that Franchisor may specify from time to time. Franchisee agrees that Franchisor has the right to access and use the information contained in and collected by Franchisee's Computer Systems in any manner Franchisor deems appropriate. Franchisee will not sell or otherwise dispose of such information. Without limitation of the foregoing, Franchisee agrees, promptly following written notice from Franchisor, to electronically link Franchisee's Computer Systems to Franchisor or its designated Affiliate and to allow Franchisor and/or such designated Affiliate to poll such systems on a daily or other basis at such times and in such manner as Franchisor may from time to time establish and to retrieve such transaction information as Franchisor determines to be appropriate, including sales, sales mix, usage, and other operations data. Franchisee further agrees that Franchisor will have and be afforded access to such information at the times and in the manner that Franchisor may specify from time to time. It will be a material event of default under this Agreement if Franchisee fails to make such information accessible to Franchisor at all times throughout the Term and Franchisor may, in its discretion and without limitation of any other rights provided for in this Agreement, assess a reasonable monetary charge for such failure.

(3) Franchisee acknowledges that Franchisor may, during the Term, require Franchisee to modify, enhance, and/or replace all or any part of the Computer Systems at Franchisee's expense. Any such modifications, enhancements, and replacements to the Computer Systems may require Franchisee to incur costs (which may include payments to Franchisor and its Affiliates) to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain service and support for the Computer Systems during the Term. Franchisee acknowledges that Franchisor cannot estimate the future costs of the Computer Systems (or additions or modifications thereto) and that the cost to Franchisee of obtaining the Computer Systems (including software licenses) or additions or modifications thereto may not be fully amortizable over the remaining Term. Nonetheless, Franchisee agrees to incur such costs and made the modifications, enhancements and/or replacements within a reasonable period of time specified by Franchisor (which will not be less than 60 days after written notice from Franchisor).

H. Customer Complaints; Adverse Orders and Crisis Management.

(1) Franchisee must process and handle all consumer complaints connected with or relating to the Franchised Business promptly and in compliance with any procedures that may be established by Franchisor.

(2) Franchisee must promptly notify Franchisor in writing of all food related illnesses, safety or health violations, claims exceeding $1,000, the commencement of any action, suit or proceeding and the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality which may adversely affect the operation or financial condition of the Franchised Business, as well as any other material claims against or losses suffered by Franchisee. Franchisee must maintain any communications with governmental authorities affecting the Franchised Business during the Term and for one year after the expiration or earlier termination hereof.

(3) Franchisee must immediately inform Franchisor by telephone and e-mail of the occurrence of any Crisis Management Event. Franchisee agrees to cooperate fully with Franchisor and with the appropriate authorities in connection with any investigation of the Crisis Management Event and, in an effort to mitigate possible damages to the Marks and System, to cooperate fully with Franchisor with respect to public statements and other responses to the Crisis Management Event. "**Crisis Management Event**" means any event that occurs at or about the Franchised Kitchen premises or in connection with the operation of the Franchised Business that has or may cause harm or injury to customers or employees, such as food contamination, food spoilage/poisoning, food tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings or other acts of violence, data breaches, real or threatened, or any other circumstance which may materially and adversely affect the System or the goodwill symbolized by the Marks.

I. Internet and Social Media.

(1) Franchisee must install and maintain all hardware, software and equipment needed to access the Internet at the speed and in the manner Franchisor requires from time to time.

(2) In no event will Franchisee advertise, promote, post or list information relating to the Franchised Business, the System, or the Marks on the Internet (including, but not limited to, bulletin boards, chatrooms, emails, websites, Facebook, Twitter, or any other social media sites), except in accordance with this Section 8.I. and in strict compliance with Franchisor's guidelines and policies set forth in the Manuals or otherwise in writing. Without limitation of the foregoing, Franchisee must not transmit or cause any other party to transmit advertisements or solicitations by email or other electronic media without first obtaining Franchisor's written consent as to the content of such email advertisements or solicitations as well as Franchisor's plan for transmitting such advertisements. In addition, Franchisee will be solely responsible for compliance with any laws pertaining to sending emails, including but not limited to the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM Act of 2003).

(3) Franchisor administers an internet website (the "**Maven Meals Website**") that provides information about the System and the products and services offered by Maven Meals Businesses. Franchisor has sole discretion and control over the Maven Meals Website (including timing, design, contents and continuation). Franchisor may use a part of the Technology Fee to pay or reimburse the costs associated with the development, maintenance and update of the Maven Meals Website. In connection with the opening of your Maven Meals Business, Franchisor will create a subdomain of the Maven Meals Website dedicated to your Maven Meals Business (the "**Franchise Website**") and will license to you the right to use the Franchise Website during the Term of this Agreement. All information posted on the Franchise Website must be prepared at Franchisee's expense in accordance with Franchisor's standards and using a template that Franchisor provides. All such information will be subject to Franchisor's approval prior to posting. Any modifications (including customizations, alterations, submissions or updates) to the template made by Franchisee for any purpose will be deemed to be a "work made for hire" under the copyright laws, and therefore, Franchisor will own the intellectual property rights in and to such modifications. To the extent any modification does not qualify as a work made for hire as stated above,

Franchisee hereby assigns those modifications to Franchisor for no additional consideration and with no further action required and will execute such further assignments(s) as Franchisor may request. Without limiting Franchisor's general unrestricted right to permit, deny and regulate Franchisee's participation on the Maven Meals Website in Franchisor's discretion, if Franchisee breaches this Agreement, or any other agreement with Franchisor or its affiliates, Franchisor may disable or terminate the Franchise Website and remove all references on the Maven Meals Website to the Franchised Business operated under this Agreement until the breach is cured.

(4) Franchisor may develop an Intranet through which Franchisor and Franchisor's franchisees can communicate by email or similar electronic means. Franchisee will participate in any such Intranet in strict compliance with Franchisor's standards, protocols, and restrictions, including standards, protocols, and restrictions relating to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory, or defamatory statements. Franchisor may, in Franchisor's sole discretion, charge a reasonable fee for Intranet usage, which Franchisee must pay in accordance with Franchisor's invoice.

J. Business Licenses. Franchisee must secure and maintain, at Franchisee's sole cost, any and all required state, county, and/or local business licenses required for the operation of the Franchised Business.

K. Pricing. To the fullest extent permitted by applicable law, Franchisor reserves the right to establish maximum, minimum, or other pricing requirements with respect to (i) the prices Franchisee may charge for products or services and (ii) the delivery fee that Franchisee (or its approved delivery service designee) charges for delivery of any such products or services. Franchisee will not offer any complementary or reduced-price products or services without Franchisor's prior written approval.

9. ADVERTISING

A. Initial Launch Campaign. Franchisee must spend an amount required by Franchisor (currently a minimum of $5,000) to conduct a marketing and promotional campaign in the Delivery Area announcing the opening of the Franchised Business. The initial launch campaign must begin at least 14 days prior to the Opening Date and continue for a minimum of four week after the Opening Date. Franchisee must submit to Franchisor, for its approval, the proposed initial launch plan within a reasonable period of time (not less than one month before commencement of the initial launch campaign). At Franchisor's election, Franchisee must provide Franchisor with the funds for the initial launch campaign and Franchisor will disperse the funds on behalf of Franchisee in accordance with the approved initial launch plan.

B. Participation in Advertising and Promotional Programs. Franchisor may, from time to time in Franchisor's sole discretion, develop and administer advertising and sales promotion programs, including social media apps, designed to promote all Maven Meals Kitchens. Franchisor will be responsible for the design and administration of such programs, including the type, quantity, timing, placement and choice of media, market areas, and advertising agencies. If Franchisor does establish these programs, Franchisee must participate in them in accordance with the terms and conditions that Franchisor establishes and pay any related fees. The standards and specifications that Franchisor establishes for such programs will be final and binding upon Franchisee.

C. Coupons, Certificates, Vouchers and Gift Cards. Franchisee will participate in, and comply with the requirements of, any gift card, gift certificate, customer loyalty or retention program that Franchisor implements, at Franchisee's expense, for all or part of the franchise system and will sign the forms and take the other action that Franchisor requires in order for Franchisee to participate in such programs. Without limitation, Franchisee will honor coupons, gift cards, gift certificates, or vouchers sold or distributed by other Maven Meals Businesses and include the related proceeds in Gross Sales. Franchisee will utilize a Franchisor approved vendor for gift card processing. Any coupon offer proposed by Franchisee must be approved by Franchisor prior to being extended.

D. Brand Development Fund. Franchisor has established a brand development fund for the purpose of developing, promoting, furthering, and enhancing the public recognition and acceptance of the Maven Meals brand (the "**Brand Development Fund**"). Franchisee agrees to contribute to the Brand Development Fund each week, at the time and in the manner set forth in Section 5, the then-current Brand Development Fund contribution amount required by Franchisor (currently, an amount equal to 1.0% of weekly Gross Sales). Franchisor may, in its sole discretion, periodically modify the required contribution to the Brand Development Fund up to an amount not to exceed 3% of Gross Sales. Franchisee will be given at least 30 days' prior written notice of any change in the required Brand Development Fund contribution amount. Franchisor and any Affiliate of Franchisor will contribute to the Brand Development Fund generally on the same basis as Franchisee with respect to Maven Meals Businesses operated by them. The Brand Development Fund will be maintained and administered by Franchisor or its designee (including any Affiliate) as follows. References to Franchisor in this Section 9.D. include Franchisor's designee:

(1) Franchisor will direct all advertising, marketing, and promotional programs and activities and will have sole discretion to approve or disapprove the creative concepts, materials and media used and the placement and allocation thereof. Franchisee acknowledges that the Brand Development Fund is intended to maximize general public recognition and acceptance of the Marks and enhance the collective success of all Maven Meals Businesses operating under the System and agrees that, in administering the Brand Development Fund, Franchisor undertakes no obligation to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution or to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising or that expenditures are proportionate or equivalent to contributions by, or are made for the benefit of, any franchisee.

(2) The Brand Development Fund may be used for any expense related to the purpose of the Brand Development Fund, including: (i) developing, maintaining, administering, directing and preparing advertising, marketing, promotional and training materials; (ii) developing, maintaining, enhancing and updating the Maven Meals Website; (iii) conducting brand-related research (including surveys of customers, consumers, and franchisees) and implementing programs based on the results of such research; (iv) developing, promoting and marketing branded apparel and other merchandise; (v) preparing and conducting advertising, promotional and marketing campaigns (including through social media, television, radio, magazine, newspaper, direct mail, billboards, and other channels); (vi) conducting public relations activities; and (vii) employing advertising agencies and other third parties to assist therein. All sums paid by Franchisee to the Brand Development Fund will be maintained in a separate account by Franchisor and will not be used to defray any of Franchisor's general operating expenses, except for such reasonable administrative costs and overhead, if any, as Franchisor may incur in activities reasonably related to the administration or direction of the Brand Development Fund. Without limitation of the foregoing Brand Development Fund monies may be used to pay or reimburse the costs of Franchisor's personnel and other departmental costs related to System or brand development activities. The Brand Development Fund and its earnings will not otherwise inure to the benefit of Franchisor. The Brand Development Fund is operated solely as a conduit for collecting and expending the Brand Development Fund contributions.

(3) A statement of the operations of the Brand Development Fund (which need not be audited) will be prepared annually by Franchisor and will be made available to Franchisee upon written request.

(4) Franchisor reserves the right, upon 30 days' prior written notice to Franchisee, to defer, increase (subject to the maximum level permitted under this Agreement), reduce or suspend contributions to (and, if suspended, deferred or reduced, to reinstate such contributions) the Brand Development Fund, and to suspend operations of the Brand Development Fund, for one or more periods of any length and to terminate (and, if terminated, to reinstate) the Brand Development Fund. If the Brand Development Fund is terminated, all unspent monies on the date of termination will be distributed to the contributors to the Brand Development Fund, without interest, in proportion to their respective contributions to the Brand Development Fund during the preceding 12 month period.

E. Local Marketing.

(1) During the Term, Franchisee must spend 2% of monthly Gross Sales on advertising, marketing and promoting the Franchised Business in the Delivery Area ("**Local Marketing**"). Costs and expenditures incurred by Franchisee in connection with any of the following may not be included in Local Marketing unless approved in advance by Franchisor in writing: (a) the cost of honoring any coupons; (b) research expenditures; (c) salaries and expenses of any employees of Franchisee, including salaries or expenses for attendance at advertising meetings or activities; (d) charitable, political or other contributions or donations; (e) in-kitchen materials; (f) seminar and educational costs and expenses of employees of Franchisee; (g) specialty items such as T-shirts, premiums, pins and awards, unless such items are part of a market-wide advertising program and then only to the extent that the cost of such items is not recovered by the promotion. Franchisee must submit to Franchisor a Local Marketing expenditure report accurately documenting its Local Marketing expenditures within 10 days after the end of each month during the Term. If Franchisee fails to submit the Local Marketing expenditure report, or if any such report reflects that Franchisee has not spent the required monthly amount on Local Marketing, then in addition to any other remedies it may have, Franchisor may require Franchisee to pay to Franchisor an amount equal to the required monthly Local Marketing expenditure. In any such event, Franchisor will refund the payment to Franchisee upon Franchisor's receipt of evidence that Franchisee has subsequently spent the required amount on Local Marketing; provided that, if Franchisor has not received such evidence within 30 days following its receipt of the payment, any remaining balance of the payment will be contributed to the Brand Development Fund.

(2) Unless otherwise approved by Franchisor in accordance with Section 9.G. below, all advertising, promotional and marketing materials and programs used for Local Marketing will be developed by Franchisor using the Brand Development Fund and will be made available to Franchisee at no additional cost. However, if Franchisee requests, and Franchisor agrees to produce, Local Marketing materials specific to the Franchised Business, Franchisee will be responsible for all related expenses.

F. Cooperatives. Franchisor may, in its sole discretion, designate any geographic area in which two or more Maven Meals Businesses are located as a region for purposes of establishing an advertising and marketing cooperative ("**Cooperative**") to conduct advertising and marketing for the Maven Meals Businesses located within the designated region. If a Cooperative is established for an area that encompasses the Franchised Kitchen, Franchisee must become a member of the Cooperative, execute all required Cooperative documents, and submit to the Cooperative and to Franchisor such statements and reports as may be required by Franchisor or by the Cooperative. Franchisee must contribute to the Cooperative all amounts required by the Cooperative's governing documents ("**Minimum Cooperative Contribution**") and any additional amount authorized by a vote of the Cooperative's members and approved by Franchisor ("**Excess Cooperative Contribution**"). Any Minimum Cooperative Contribution may be applied to offset Franchisee's required Local Marketing expenditure under Section 9.E.(1). Excess Cooperative Contributions may not be applied to offset the required Local Marketing expenditure. All contributions to the Cooperative will be maintained and administered in accordance with the Cooperative's governing documents, and the Cooperative will be operated solely as a conduit for the collection and authorized expenditure of Cooperative contributions. No marketing or promotional plans or materials may be used by the Cooperative or furnished to its members without Franchisor's prior approval. Each Cooperative will be organized and governed in a form and manner, and will commence (and cease) operation on a date, Franchisor determines in Franchisor's sole discretion.

G. Advertising Standards and Approvals. Any and all advertising, promotion, and marketing conducted by Franchisee, whether required by this Agreement or voluntarily undertaken by Franchisee, must be completely clear and factual and not misleading and must conform to the highest standards of ethical marketing and the advertising, marketing and promotional policies that Franchisor prescribes from time to time. All advertising, marketing and promotion by Franchisee in any medium (including all Internet advertising, web pages, and other social media, if and as permitted) must be conducted in a dignified manner and conform to the standards and requirements of Franchisor as set forth in the Manuals or otherwise in writing. Franchisee must obtain Franchisor's advance written approval of any and all advertising, marketing and promotional plans and materials that have not been prepared by Franchisor prior to the preparation or use of any such plans and materials, and Franchisor may grant or withhold approval in its sole discretion. Franchisee will not use any unapproved plans or materials until they have been approved by Franchisor, and will promptly discontinue use of any advertising, marketing or promotional plans or materials, whether or not previously approved, upon written notice from Franchisor.

10. MARKS

A. Franchisee's Right to Use the Marks. Franchisor grants Franchisee the right to use the Marks during the Term in accordance with this Agreement and Franchisor's standards and specifications.

B. Franchisee's Agreements Regarding the Marks. Franchisee expressly acknowledge that:

(1) As between Franchisor and Franchisee, Franchisor is the owner of all right, title, and interest in and to the Marks and the goodwill associated with and symbolized by them.

(2) Neither Franchisee nor any of Franchisee's Owners will take any action that would prejudice or interfere with Franchisor's rights or those of Franchisor's Affiliates in and to the Marks. Nothing in this Agreement will give Franchisee any right, title, or interest in or to any of the Marks, except the right to use the Marks in accordance with the terms and conditions of this Agreement.

(3) Any and all goodwill arising from Franchisee's use of the Marks will inure solely and exclusively to Franchisor's benefit and to the benefit of Franchisor's Affiliates, and upon expiration or termination of this Agreement, no monetary amount will be attributable to any goodwill associated with Franchisee's use of the Marks.

(4) Franchisee will not contest, or assist others to contest, the validity of, or Franchisor's or Franchisor's Affiliates' interest in the Marks.

(5) Any unauthorized use of the Marks will constitute an infringement of Franchisor's or Franchisor's Affiliates' rights in the Marks and a material event of default under this Agreement. Without limitation of the foregoing, Franchisee agrees that Franchisee has no authority to, and Franchisee will not, register any domain name in any class or category that uses or creates any association with the Marks (including any abbreviation, acronym, phonetic variation, or visual variation of the Marks) or the System without Franchisor's express prior written consent. Franchisee must provide Franchisor with all assignments, affidavits, documents, information, and assistance related to the Marks that Franchisor or Franchisor's Affiliates reasonably request, including all such instruments necessary to register, maintain, enforce, and fully vest the rights of Franchisor or Franchisor's Affiliates in the Marks.

(6) Franchisor has the right to substitute different trade names, trademarks, service marks, logos, and commercial symbols for the current Marks to use in identifying the System and the Maven Meals Businesses operating under the System if the current Marks no longer can be used, or if Franchisor, in Franchisor's sole discretion, determines that substitution of different marks will be beneficial. If Franchisor does so, Franchisee will, at Franchisee's expense, discontinue or modify Franchisee's use of any of the Marks and use the additional or substitute marks.

C. Franchisee's Use of the Marks. Franchisee will:

(1) Operate and advertise the Franchised Business only under the name "Maven Meals," without prefix or suffix, unless otherwise authorized or required by Franchisor. Franchisee agrees not to use the Marks as part of Franchisee's corporate or other legal name.

(2) Identify itself as the owner of the Franchised Business in conjunction with any use of the Marks, including, but not limited to, uses on invoices, order forms, receipts, contracts, and employment applications and other employment-related documents and will display a notice in such content and form and at such conspicuous locations at the Franchised Kitchen or on any vehicle used in the operation of the Franchised Business as Franchisor may designate in writing.

(3) Not use the Marks to incur any obligation or indebtedness on Franchisor's behalf.

(4) Comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registrations and execute any documents deemed necessary by Franchisor or Franchisor's counsel to obtain protection of the Marks or to maintain their continued validity and enforceability.

D. Infringement. Franchisee must notify Franchisor promptly of any apparent infringement of or challenge to Franchisee's use of any Mark and of any claim by any person of any rights in any Mark. Franchisee and Franchisee's Owners will not communicate with any person other than Franchisor, Franchisor's Affiliates, their respective counsel, and Franchisee's counsel in connection with any such apparent infringement, challenge or claim. Franchisor will have complete discretion to take any action that Franchisor deems appropriate in connection with any infringement of, or challenge or claim to, any Mark and the right to control exclusively, or to delegate control of, any settlement, litigation, Patent and Trademark Office, or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Mark. Franchisee agrees to execute all such instruments and documents, render such assistance, and do such acts or things as may, in Franchisor's opinion, reasonably be necessary or advisable to protect and maintain Franchisor's or Franchisor's Affiliates' interests in the Marks.

11. CONFIDENTIALITY AND NONCOMPETITION COVENANTS

A. Manuals. The Manuals are Franchisor's property. If Franchisee is in default and in any event when this Agreement expires or is terminated for any reason, Franchisor may deny Franchisee access to any electronic or online versions of the Manuals, and Franchisee must return any copies of the Manuals to Franchisor at Franchisor's request. Franchisee and Franchisee's Owners must at all times maintain the Manuals, and the information contained in them, as Confidential Information in compliance with this Section 11. Franchisee may make the Manuals available only to those of Franchisee's Owners and employees who must have access to them in order to operate the Franchised Business and may not at any time copy, duplicate, record, or otherwise reproduce the Manuals, in whole or in part, or make them available to any unauthorized person. Franchisee must maintain any printed Manuals in a secure place at the Franchised Kitchen. If all or any part of the Manuals are accessed through a secure or restricted site, Franchisee agrees to limit access to the site and provide any related password only to those persons who are authorized. Franchisor has the right to add to or modify the Manuals from time to time. Franchisee must comply with the terms of all additions and modifications to the Manuals. Franchisee agrees to keep any printed copy of the Manuals current and to monitor any secure or restricted site for updates to electronic or on-line copies of the Manuals. If there is a dispute about the contents of the Manuals, the terms of Franchisor's master copy will control.

B. Confidential Information.

(1) Franchisee and Franchisee's Owners agree that neither Franchisee nor Franchisee's Owners will acquire any interest in the Confidential Information, other than the right to use the Confidential Information to establish and operate the Franchised Business during the Term in accordance with this Agreement. Franchisee and Franchisee's Owners acknowledge that the use or duplication of any Confidential Information in any other business would constitute an unfair method of competition. Franchisee agrees to disclose the Confidential Information only to those of Franchisee's Owners and employees who require access to the Confidential Information in order to perform their duties and then only to the extent reasonably necessary for the operation of the Franchised Business pursuant to this Agreement. Franchisor's Confidential Information is proprietary, includes trade secrets owned by Franchisor and Franchisor's Affiliates, and is disclosed solely on the condition that Franchisee and Franchisee's Owners agree, and Franchisee and Franchisee's Owners do hereby agree, individually and collectively, that they: (i) will not use the Confidential Information in any other business or capacity; (ii) will maintain the confidentiality of the Confidential Information during and after the Term; (iii) will not make unauthorized copies of any portion of the Confidential Information; and (iv) will adopt and implement all reasonable procedures that Franchisor may prescribe from time to time to prevent the unauthorized use or disclosure of the Confidential Information.

(2) Without limitation of the foregoing, Franchisee agrees that, as between Franchisor and Franchisee, all Customer Data shall be Franchisor's sole property and will constitute a part of Franchisor's Confidential Information. During the Term of this Agreement, Franchisee will not disclose all or any portion of the Customer Data to any person other than Franchisor and those of Franchisee's employees who must have access to the Customer Data to perform their duties. After the termination or expiration (without renewal) of this Agreement, Franchisee shall deliver all Customer Data to Franchisor, without retaining any copies thereof, and shall not use all or any part of the Customer Data or disclose the Customer Data to anyone. Franchisee further agrees that Franchisor shall have access to the Customer Data at any time during the Term of this Agreement and in any format determined by Franchisor and will have the right to use and process such Customer Data in any manner that Franchisor deems appropriate without compensation to Franchisee. Franchisee further acknowledges and agrees that Franchisor also has the right to contact all customers of the Franchised Business from time to time for any purpose, including to conduct customer satisfaction, marketing, or other surveys deemed by Franchisor to be necessary or advisable to promote the Maven Meals brand.

The covenants in this Section 11.B. will survive the expiration, termination, or transfer of this Agreement or any interest in this Agreement and will be perpetually binding upon Franchisee.

C. Noncompetition Covenants. Franchisee and Franchisee's Owners specifically acknowledge that, pursuant to this Agreement, Franchisee and they will receive access to valuable training and Confidential Information which are beyond Franchisee's and their present skills and experience, including information regarding operational, sales, promotional, and marketing methods and techniques of the System. Franchisee and Franchisee's Owners further acknowledge that such specialized training and Confidential Information provide a competitive advantage, and that gaining access to them is a primary reason for entering into this Agreement. Accordingly, Franchisee and Franchisee's Owners agree as follows:

(1) With respect to Franchisee, during the Term (or with respect to each of the Owners, for so long as such person satisfies the definition of Owner under this Agreement), except as otherwise approved in writing by Franchisor, neither Franchisee nor any of Franchisee's Owners will, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, legal entity, or association:

(a) Directly or indirectly divert, or attempt to divert, any business or customer of Maven Meals Businesses to any competitor, or do or perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(b) Except with respect to Maven Meals Businesses operated under valid agreements with Franchisor, own, maintain, operate, engage in, or have any financial or beneficial interest in, advise, assist or make loans to, any business that is the same as or similar to a Maven Meals Business and which is located within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which Franchisor or Franchisor's Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks.

(2) With respect to Franchisee, for a continuous uninterrupted period commencing upon the expiration, termination, or transfer of all of Franchisee's interest in this Agreement (or, with respect to each of the Owners, commencing upon the earlier of (i) the expiration or termination of, or transfer of all of Franchisee's interest in, this Agreement or (ii) the time such individual or entity ceases to satisfy the definition of Owner under this Agreement) and continuing for two years thereafter, except as otherwise approved in writing by Franchisor, neither Franchisee, nor any of Franchisee's Owners will, directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any other person, legal entity or association:

(a) Directly or indirectly divert, or attempt to divert, any business or customer of Maven Meals Businesses to any competitor, or do or perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(b) Except with respect to Maven Meals Businesses operated under valid agreements with Franchisor, own, maintain, operate, engage in, or have any financial or beneficial interest in, advise, assist, or make loans to, any business that is the same as or similar to a Maven Meals Business which is, or is intended to be, located (i) at the Franchise Location, or (ii) within the Delivery Area, or (iii) within a 25 mile radius of the Delivery Area, or (iv) within the delivery area of any other Maven Meals Business, or (v) within a 25 mile radius of the delivery area of any other Maven Meals Business.

(3) Franchisee agrees that each of the foregoing covenants contain reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than are necessary to protect the goodwill or Franchisor's other business interests. Each covenant will be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 11.C. is held unreasonable or unenforceable by a court having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee and Franchisee's Owners expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 11.C.

(a) Franchisee and Franchisee's Owners acknowledge that Franchisor will have the right, in Franchisor's sole discretion, to reduce the scope of any covenant set forth in this Section 11.C. without their consent, effective immediately upon notice to Franchisee; and Franchisee and Franchisee's Owners must promptly comply with any covenant as modified.

(b) Franchisee and Franchisee's Owners expressly agree that the existence of any claims Franchisee or Franchisee's Owners may have against Franchisor, whether arising under this Agreement or otherwise, will not constitute a defense to the enforcement by Franchisor of the covenants in this Section 11.C.

D. Improvements. If Franchisee, its Owners or employees develop any new concept, process, recipe, menu item, improvement, invention, or work of authorship in the operation or promotion of the Maven Meals Business, alone or jointly with others and within or without the facilities of the Maven Meals Kitchen, before, during or after normal business hours ("**Improvement**") Franchisee will promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Franchisee acknowledges that any such Improvement will inure to the benefit of and become the property of Franchisor, and Franchisor may use or disclose such Improvement to other franchisees and to Franchisor's Affiliates, successors and assigns, as it determines to be appropriate. Franchisee will execute in favor of Franchisor an assignment of (and Franchisee does hereby assign to Franchisor) its entire right, title, and interest in and to the Improvement and agrees to execute and to cause others to execute such assignment and other documents and instruments as Franchisor may request in writing, including waivers of moral rights. Franchisee further agrees to cooperate to the extent and in the manner reasonably requested by Franchisor in the prosecution or defense of any litigation or other proceedings involving any Improvement, but all of the reasonable expenses in connection therewith will be paid by Franchisor. If a copyright registration, industrial design, or patent is filed by Franchisee or its Owners or employees, or on their behalf, within one (1) year following the earlier of the termination or expiration of this Agreement or the time at which such person ceases to be associated with Franchisee, describing a work which relates to the business of Franchisor, it will be conclusively presumed that such work is to be treated as an Improvement for all purposes hereunder. In the event that the foregoing provisions of this Section 11.D. are found to be invalid or otherwise unenforceable, Franchisee and Franchisee's Owners hereby grant to Franchisor a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the Improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe Franchisee's or their rights therein.

E. Injunctive Relief. Franchisee and Franchisee's Owners acknowledge that any failure to comply with the requirements of this Section 11 will constitute a material event of default under this Agreement and further acknowledge that such a violation would result in irreparable injury to Franchisor for which no adequate remedy at law may be available. Franchisee and Franchisee's Owners accordingly consent to the issuance of an injunction prohibiting any conduct by them (or any one of them) in violation of the terms of this Section 11, without the requirement that Franchisor post a bond. Franchisee and Franchisee's Owners must pay all court costs and reasonable attorneys' fees and costs that Franchisor incurs in connection with the enforcement of this Section 11, including all costs and expenses for obtaining specific performance, or an injunction against the violation, of the requirements of this Section 11, or any part of it.

12. BOOKS AND RECORDS

A. Maintenance of Books, Records and Accounts. Franchisee must maintain during the Term full, complete, and accurate books, records, and accounts of the Franchised Business, including, but not limited to, sales slips, coupons, purchase orders, payroll records, check stubs, bank statements, sales tax records and returns, cash receipts and disbursements, journals, and ledgers. Franchisee must preserve such books, records and accounts for at least five years from the date of preparation and make all such books, records and accounts directly electronically accessible to Franchisor for review upon request. All such books, records and accounts must be maintained in the form and manner prescribed by Franchisor from time to time in the Manuals or otherwise in writing (which requirements may include a standard chart of accounts and standard income statement and balance sheet formats). At least until the end of the first full calendar year after the Opening Date, Franchisee must engage an independent third-party accounting firm from Franchisor's preferred list of accounting firms to maintain the books, records and accounts of the Franchised Business and prepare any financial reports required by this Agreement. Thereafter, Franchisee may engage another qualified independent third-party accounting firm; provided that Franchisee continues to comply with all terms of this Agreement related to financial recordkeeping and reporting, including, without limitation, the continued use of any required standard chart of accounts and standard income statement and balance sheet formats.

B. Reporting. In addition to other reports required by this Agreement, Franchisee will submit to Franchisor, in the form Franchisor prescribes from time to time and at Franchisee's expense:

(1) Within 20 days from the end of each calendar month, the monthly income statement of the Franchised Business (which may be unaudited), prepared by an independent third-party accounting firm selected in compliance with Section 12.A. and signed by Franchisee's treasurer, chief financial officer, or comparable officer attesting that it is true, complete and correct.

(2) Within 60 days after the end of Franchisee's fiscal year, Franchisee's complete annual financial statement (which may be unaudited), including a balance sheet, profit and loss statement, and statement of cash flows, prepared in accordance with generally accepted accounting principles by an independent certified public accountant at a firm selected in compliance with Section 12.A. and showing the results of Franchisee's operations during such year.

(3) Not later than five days after filing, copies of Franchisee's federal income tax returns (including any extension requests) and within five days after the end of each calendar quarter, copies of Franchisee's state sales tax returns. If the Franchised Business is in a state which does not impose a sales tax, Franchisee will submit a copy of Franchisee's state income tax return (including any extension requests) not later than five days after filing.

(4) At the times required by Franchisor in the Manuals, such other forms, reports, records, information, and data as Franchisor may designate, including periodic reports indicating the delivery fees then being charged by Franchisee.

C. Audits. Franchisor or Franchisor's designees will have the right at all reasonable times to review, audit, examine, and copy Franchisee's books, records and accounts relating to the Franchised Business. If any required payments to Franchisor are delinquent, or if an examination or audit should reveal that such payments have been understated in any report to Franchisor, then Franchisee must pay to Franchisor upon demand the amount overdue or understated, with interest determined in accordance with Section 5.E. If an examination or audit discloses an understatement in any report of two percent or more, Franchisee must, in addition, reimburse Franchisor for all costs and expenses connected with the audit (including reasonable accounting and attorneys' fees and costs). These remedies will be in addition to any other remedies Franchisor may have at law or in equity.

D. No Waiver. Franchisor's receipt or acceptance of any of the statements furnished or amounts paid to Franchisor (or the cashing of any check or processing of any electronic fund transfer) will not preclude Franchisor from questioning the correctness thereof at any time, and, in the event that any errors are discovered in such statements or payments, Franchisee must immediately correct the error and make the appropriate payment to Franchisor.

E. Authorization to Release Information. Franchisee hereby authorizes (and agrees to execute any other documents deemed necessary to effect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors, and other persons or entities with whom Franchisee does business to disclose to Franchisor any financial information in their possession relating to Franchisee or the Franchised Business which Franchisor may request. Franchisee further authorizes Franchisor to disclose to prospective or existing franchisees or other third parties data from Franchisee's reports if Franchisor determines, in Franchisor's sole discretion, that such disclosure is necessary or advisable.

13. INSURANCE

A. Insurance Coverage Requirements. Not later than the earlier of (i) 30 days before the Opening Date and (ii) the date that the lease for the Franchise Location becomes effective, Franchisee must procure, at Franchisee's expense, an insurance policy or policies protecting Franchisee, Franchisor, Franchisor's Affiliates, successors, and assigns, and the officers, directors, shareholders, partners, members, agents, representatives, independent contractors, and employees of each of them against any demand or claim with respect to personal injury, death, or property damage, or any loss, liability or expense whatsoever arising or occurring at or in connection with the operation of the Franchised Kitchen. Franchisee must maintain these policies in full force and effect at all times during the Term. The policies must be written by a responsible carrier or carriers rated "A-VII" or better by the A.M. Best Company, Inc. and otherwise reasonably acceptable to Franchisor and must include, at a minimum (except as other coverages and different policy limits may specified by Franchisor from time to time in writing), the following:

(1) Comprehensive general liability insurance for bodily injury and property damage in the amount of $1,000,000 per occurrence and $2,000,000 aggregate with no exclusion for third party delivery services.

(2) Automobile liability coverage for all owned, non-owned and rented vehicles used in the operation of the Maven Meals Business with coverage of not less than $1,000,000 combined single limit (not included with the general liability_ and no exclusion for delivery.

(3) An umbrella policy providing coverage in excess of all other liability policies required under this Agreement of not less than $1,000,000.

(4) Property insurance for 100% of the replacement cost of all furniture, fixtures, equipment, inventory, building (if applicable), and tenant buildout for the Franchised Business.

(5) Business income and extra expense coverage for actual loss sustained for 12 months or, if not available, for at least 50% of annual Gross Sales and an extended period of indemnity for not less than 180 days.

(6) Worker's compensation insurance in amounts required by applicable law and employer's liability insurance with coverage in amounts not less than $1,000,000 by accident, $1,000,000 by disease and $1,000,000 by disease each accident (stop gap coverage).

(7) Employment practices liability insurance coverage in amounts not less than $1,000,000 aggregate, including third-party coverage and wage & hour defense cost of $100,000 naming Franchisor as co-defendant.

(8) Cyber liability insurance in the amount of $1,000,000 for all first and third party data breaches including identity theft, phishing attacks, social engineering, ransomware and data response/crisis management expenses.

(9) Trade name restoration insurance coverage of $500,000 to pay for lost profits from an actual or alleged contamination claim at any Maven Meals Business.

(10) Such other insurance as may be required by the landlord of the premises at, and by the state or locality in, which the Franchised Kitchen is located.

B. Deductibles; Waiver of Subrogation. Franchisee may elect to have reasonable deductibles in connection with the coverage required under this Sections 13. Such policies will also include a waiver of subrogation in favor of Franchisor, Franchisor's Affiliates and the officers, directors, shareholders, partners, members, agents, representatives, and employees of each of them.

C. Builder's Risk Insurance. In connection with any construction, renovation, refurbishment, or remodeling of the Franchised Kitchen, Franchisee must maintain Builder's Risks/Installation insurance and performance and completion bonds in forms and amounts, and written by a carrier or carriers, reasonably satisfactory to Franchisor.

D. No Limitation of Other Obligations. Franchisee's obligation to obtain and maintain the foregoing policies in the amounts specified will not be limited in any way by reason of any insurance which may be maintained by Franchisor (i.e., Franchisee's policies will be primary and non-contributory to any insurance that Franchisor may carry), nor will Franchisee's performance of that obligation relieve Franchisee of liability under the indemnity provisions set forth in Section 16.

E. Additional Insured Designation. The comprehensive general liability and automobile liability insurance coverages must name Franchisor and Franchisor's Affiliates, and the officers, directors, shareholders, partners, members, agents, representatives, and employees of each of them, as additional insureds, and will expressly provide that Franchisor's and their interest will not be affected by Franchisee's breach of any policy provisions. All public liability and property damage policies will contain a provision that Franchisor and Franchisor's Affiliates, and the officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants, and employees of each of them, although named as insureds, will nevertheless be entitled to recover under such policies on any loss occasioned to them by reason of Franchisee's negligence or that of Franchisee's servants, agents, or employees.

F. Certificates of Insurance. Upon the earlier of (i) 30 days before the Opening Date and (ii) the date that the lease for the Franchise Location becomes effective and thereafter upon request from Franchisor and 20 days before the expiration of any policy required under this Agreement, Franchisee must deliver to Franchisor certificates of insurance evidencing the existence and continuation of proper coverage with limits not less than those required under this Section 13; provided, however, that the limits required under this Section 13 are merely the minimum required limits and do not relieve Franchisee of Franchisee's responsibility to ensure that the limits and coverages Franchisee maintain are adequate to protect Franchisee's interests. In addition, if Franchisor request, Franchisee will deliver to Franchisor a copy of the insurance policy or policies required. All required insurance policies must expressly provide that Franchisor are entitled to no less than 30 days prior written notice in the event of a material alteration to or cancellation of the policies.

G. Remedies. If Franchisee fails to procure or maintain the insurance required by this Agreement, Franchisor has the right and authority (but no obligation) to procure such insurance and to charge to Franchisee the cost of such insurance, together with a reasonable fee for Franchisor's expenses, which will be payable by Franchisee upon demand. The foregoing remedies are in addition to any other remedies Franchisor may have at law or in equity.

H. Insurance Broker or Program. To the extent permitted by applicable law, Franchisor may require Franchisee to participate in a required insurance program or use a designated insurance broker to obtain all insurance coverages contemplated by this Section 13.

14. DEBTS AND TAXES

A. Payment of Taxes and Other Obligations. Franchisee must promptly report and pay when due all Taxes levied or assessed incurred by Franchisee in connection with the Franchised Business. Franchisee is solely liable for the payment of all Taxes, and Franchisee must indemnify Franchisor for the full amount of all such Taxes and for any liability (including penalties, interest, and expenses) arising from or concerning the payment of Taxes, whether or not correctly or legally assessed. Franchisee must also promptly pay when due all other all accounts payable and other indebtedness of every kind incurred in connection with the establishment and operation of the Franchised Business.

B. Disputed Liability. If there is a *bona fide* dispute as to Franchisee's liability for Taxes or other indebtedness, Franchisee may contest the validity or the amount of the Tax or indebtedness in accordance with the procedures of the taxing authority or applicable law. However, in no event will Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor, to occur against any assets of the Franchised Business.

C. Credit Standing. Franchisee acknowledges that the failure to make payments or repeated delays in making prompt payments to suppliers will result in a loss of credit rating or standing which will be detrimental to the goodwill associated with the Marks and the System. Except for payments which are disputed by Franchisee in good faith, Franchisee must promptly pay when due all amounts owed by Franchisee to Franchisor, Franchisor's Affiliates, Franchisee's landlord, and all other suppliers and creditors.

15. TRANSFER

A. By Franchisor. Franchisor has the right to transfer or assign this Agreement and all or any part of Franchisor's rights or obligations under this Agreement to any person or legal entity without Franchisee's consent, and upon such transfer or assignment, the transferee or assignee will be solely responsible for all Franchisor's obligations arising subsequent to the transfer or assignment. Without limitation of the foregoing, Franchisor may sell Franchisor's assets to a third party; may offer Franchisor's securities privately or publicly; may merge with or, acquire other corporations, or may be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring.

B. By Franchisee and Franchisee's Owners. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted Franchisee rights under this Agreement in reliance on the business skill, financial capacity, and personal character of Franchisee and Franchisee's Owners. Accordingly, neither Franchisee nor any of Franchisee's Owners, nor any of their respective permitted successors or assigns, will sell, assign, transfer, convey, give away, pledge, mortgage, grant any security interest in, or otherwise dispose of or encumber any direct or indirect interest in this Agreement, in the Franchised Business (including the Franchised Kitchen), or in Franchisee without Franchisor's prior written consent. Any purported assignment or transfer, by operation of law or otherwise, made in violation of this Agreement will be null and void and will constitute a material breach of this Agreement. If Franchisee wishes to transfer all or part of Franchisee's interest in the Franchised Business, the Franchised Kitchen or this Agreement, or if Franchisee or an Owner wishes to transfer any ownership interest in Franchisee, the transferor must apply to Franchisor for Franchisor's consent. Franchisor will not unreasonably withhold Franchisor's consent but may require any or all of the following as conditions of Franchisor's consent:

(1) All accrued monetary obligations of Franchisee and Franchisee's Affiliates to Franchisor and Franchisor's Affiliates arising under this Agreement or any other agreement between them must have been satisfied in a timely manner, and Franchisee must have satisfied all trade accounts and other debts of whatever nature or kind in a timely manner;

(2) Franchisee must not be in default of this Agreement or any other agreement with Franchisor or Franchisor's Affiliates, Franchisee's Affiliates must not be in default of any agreement with Franchisor or Franchisor's Affiliates, and Franchisee and its Affiliates must have substantially and timely complied with all the terms and conditions of such agreements during their respective terms;

(3) The transferor and its owners, if applicable, must execute a general release, in a form satisfactory to Franchisor, of any and all claims, against Franchisor and Franchisor's Affiliates, and their respective officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants, and employees, past and present, in their corporate and individual capacities, including claims arising under this Agreement, any other agreement between them, and under federal, state or local laws, rules, and regulations or orders;

(4) The proposed transferee must demonstrate to Franchisor's satisfaction that it meets Franchisor's then-current qualifications, and, at the transferee's expense, its operating principal, general manager, kitchen lead, and any other personnel Franchisor requires will complete any training programs then in effect for Maven Meals Businesses upon such terms and conditions as Franchisor may reasonably require;

(5) The transferee will, at its expense and within the time period Franchisor reasonably requires, renovate, modernize and otherwise upgrade the Franchised Business to conform to Franchisor's then-current System image, standards, and specifications;

(6) The transferee will enter into a written agreement, in a form satisfactory to Franchisor, assuming full, unconditional, joint and several liability for, and agreeing to perform from the date of the transfer, all of Franchisee's obligations, covenants, and agreements under this Agreement;

(7) The transferee will execute Franchisor's then-current form of franchise agreement for a term ending on the expiration date of this Agreement (including any remaining renewal terms provided by this Agreement). The new franchise agreement will supersede this Agreement in all respects and its terms may differ from the terms of this Agreement, including higher fees, but the transferee will not be required to pay an initial franchise fee. If the transferee is a corporation, partnership, limited liability company, or other entity, those of the transferee's owners whom Franchisor requires will execute such guaranty and assumption agreements and restrictive covenant agreements as Franchisor may require;

(8) The transferor will remain liable for all of its obligations to Franchisor under this Agreement incurred prior to the effective date of the transfer and will execute any and all instruments reasonably requested by Franchisor to evidence such liability;

(9) Franchisee must pay Franchisor a transfer fee in the amount of: (i) $1,500 for (a) transfers of ownership interests in Franchisee that will not result in any change of Control of Franchisee or (b) the assignment of this Agreement to a corporation, limited liability company, or other entity that is formed solely for the convenience of ownership; provided that Franchisee owns all of the ownership interests in the new entity (or, if Franchisee is more than one individual, each individual has the same proportionate ownership interest in the new entity as he or she had in Franchise before the transfer), and (ii) for all other transfers, 75% of the then-current initial franchise fee being charged by Franchisor (reduced to 50% of the then-current initial franchise fee being charged by Franchisor if the transfer is to an individual or entity that then owns another franchised Maven Meals Business). The transfer fee must be paid at the time that Franchisee submits an application for Franchisor's consent to the transfer. If the proposed transfer does not occur for any reason Franchisor will refund any remaining balance of the transfer fee after deducting Franchisor's costs and expenses incurred in connection with the transfer request; and

(10) In connection with any proposed pledge or grant of a security interest in any of Franchisee's assets, Franchisor may require the secured party to agree that, in the event of any default by Franchisee under any documents related to the security interest, Franchisor will have the right and option (but no obligation) to be substituted as obligor to the secured party and to cure any default.

C. Transfer for Convenience of Ownership. If the proposed transfer is to a corporation or other entity formed solely for the convenience of ownership, Franchisor's consent may be conditioned upon any of the requirements in Section 15.B., except that Sections 15.B.(3), (4), (5), and (7) will not apply. In any transfer for the convenience of ownership, Franchisee must be the owner of all the voting stock or ownership interests in the new entity, or, if Franchisee is an association or partnership comprised of more than one individual, each individual will have the same proportionate ownership interest in the new entity as he or she had in Franchisee before the transfer.

D. Right of First Refusal. If Franchisee or an Owner wishes to transfer any interest in this Agreement, the Franchised Business, or Franchisee pursuant to any *bona fide* offer to purchase such interest received from a third party, then the proposed seller will promptly notify Franchisor in writing of the offer, and will provide such information and documentation relating to the offer as Franchisor may require. Franchisor will have the right and option, exercisable within 30 days after receipt of such written notification and copies of all required documentation describing the terms of the offer, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the terms and conditions offered by the third party. If Franchisor elects to purchase the seller's interest, closing will occur on or before 60 days from the later of the date of Franchisor's notice to seller of Franchisor's election to purchase and the date Franchisor receive all necessary permits and approvals, or any other date agreed by the parties in writing. If the third party offer provides for payment of consideration other than cash, Franchisor may elect to purchase seller's interest for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the reasonable cash equivalent, then that amount will be determined by two appraisers. Each party will select one appraiser, and the average of the appraisers' determinations will be binding. Each party will bear its own legal and other costs and will share the appraisal fees equally. A material change in the terms of any offer before closing will constitute a new offer subject to the same right of first refusal as an initial offer. Franchisor's failure to exercise the option afforded by this Section 15.D. will not constitute a waiver of any other provision of this Agreement, including all of the requirements of Section 15.B. If Franchisee does not complete the sale to the proposed buyer within 90 days after Franchisor notifies Franchisee that Franchisor does not intend to exercise Franchisor's right of first refusal, Franchisor or Franchisor's designee will have an additional right of first refusal during the 30-day period following the expiration of the 90-day period on the terms originally offered. Failure to comply with this Section 15.D. will constitute a material event of default under this Agreement.

E. Death or Permanent Disability. Franchisee must promptly notify Franchisor of any death or claim of Permanent Disability subject to this Section 15.E. Any transfer upon death or Permanent Disability will be subject to the following conditions, as well as to the conditions described in Section 15.B.

(1) Upon Franchisee's death (if Franchisee is a natural person) or the death of any Owner who is a natural person ("**Deceased**"), the executor, administrator, or other personal representative of the Deceased will transfer such interest to a third party approved by Franchisor within six months after the date of death. If no personal representative is designated or appointed or no probate proceedings are instituted with respect to the estate of the Deceased, then the distributee of such interest must be approved by Franchisor. If the distributee is not approved by Franchisor, then the distributee will transfer such interest to a third party approved by Franchisor within six months after the death of the Deceased.

(2) Upon Franchisee's Permanent Disability (if Franchisee is a natural person) or the Permanent Disability of any Owner who is a natural person, Franchisor may, in Franchisor's sole discretion, require that person's interest to be transferred to a third party in accordance with the conditions described in this Section 15 within six months after notice to Franchisee. "**Permanent Disability**" will mean any physical, emotional, or mental injury, illness, or incapacity which would prevent a person from performing the obligations set forth in this Agreement or in the guaranty made part of this Agreement for at least 90 consecutive days and from which condition recovery within ninety 90 days from the date of determination of disability is unlikely. Permanent Disability will be determined by a licensed practicing physician selected by Franchisor, upon examination of the person, or if the person refuses to submit to an examination, then such person automatically will be deemed permanently disabled as of the date of such refusal for the

purpose of this Section 15.E. Franchisor will pay the costs of any examination required by this Section 15.E.(2).

F. Securities Offerings. Securities, stock, partnership or other ownership interests in Franchisee may not be offered to the public under the U.S. Securities Act of 1933, as amended, nor may they be registered under the U.S. Securities Exchange Act of 1934, as amended, or any comparable federal, state, or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Franchisor, which consent will not be unreasonably withheld. All materials required for any such private offering by applicable law must be submitted to Franchisor for the limited review described below prior to being filed with any governmental agency; and any materials to be used in any exempt offering must be submitted to Franchisor for such review prior to their use. No offering materials will contain any term that is contrary to or inconsistent with any provision of this Agreement or imply (by use of the Marks or otherwise) that Franchisor is participating in an underwriting, issuance or offering of securities of Franchisee or Franchisor, and Franchisor's review of any offering materials will be limited solely to the subject of the relationship between Franchisee and Franchisor and its Affiliates. Franchisor may, at its option, require Franchisee's offering materials to contain a written statement prescribed by Franchisor concerning the limitations described in the preceding sentence. Franchisee, each Guarantor and any other participants in the offering must fully indemnify Franchisor, and its Affiliates, successors and assigns, and the respective officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants and employees of each of them, in connection with the offering. For each proposed offering, Franchisee will pay to Franchisor a non-refundable fee of $5,000, or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including legal and accounting fees. Franchisee will give Franchisor written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Section 15.F., which notice will include copies of the proposed offering materials.

G. No Waiver. Franchisor's consent to the transfer of any interest described in this Section 15 will not constitute a waiver of any claims which Franchisor may have against the transferring party, nor will it be deemed a waiver of Franchisor's right to demand the transferee's exact compliance with any of the terms of this Agreement.

16. INDEMNIFICATION

Franchisee will indemnify, defend, and hold harmless Franchisor, Franchisor's Affiliates, and their respective shareholders, directors, officers, employees, agents, successors, and assigns ("**Indemnified Parties**") against, and reimburse any one or more of the Indemnified Parties for, any and all Losses and Expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based, directly or indirectly, upon the establishment or operation of the Franchised Business, Franchisee's employment relationships with Franchisee's employees, or Franchisee's breach of this Agreement (each a "**Claim"**), without regard to the cause or causes thereof or the negligence (whether such negligence be sole, joint, or concurrent, or active or passive) or strict liability of Franchisor or any other party or parties in connection therewith. Notwithstanding the foregoing, this indemnity will not apply to any liability arising from Franchisor's gross negligence or willful misconduct, except to the extent that joint liability is involved, in which event the indemnification provided in this Agreement will extend to any finding of comparative or contributory negligence attributable to Franchisee, Franchisee's Owners, officers, directors, employees, independent contractors, or Affiliates. For purposes of this indemnification, payment or reimbursement of Losses and Expenses pursuant to this Section 16 will be made as and when such Losses and Expenses are incurred. "**Losses and Expenses**" includes all obligations, damages (actual, consequential, exemplary, or other), and costs incurred in the defense of any claim against any of the Indemnified Parties, including accountants', mediators', arbitrators', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration, or alternative dispute resolution, travel and living expenses, settlement amounts, judgments, and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described. Franchisee will give Franchisor notice of any such Claim, and at the expense and risk of Franchisee, Franchisor may elect to assume (but under no circumstance is obligated to undertake), or associate counsel of its own choosing with respect to, the defense and/or settlement of any such Claim. Such an undertaking by Franchisor will, in no manner or form, diminish the obligation of Franchisee to indemnify the Indemnified Parties and to hold them harmless. Under no circumstances will Franchisor or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise mitigate any Losses and Expenses in order to recover fully against Franchisee, and Franchisee agrees that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts Franchisor or another Indemnified Party may recover from Franchisee. The terms of this Section 16 will survive the termination, expiration, or transfer of this Agreement or any interest in this Agreement.

17. INDEPENDENT CONTRACTOR

Franchisee agrees that the relationship created by this Agreement is not a fiduciary, special, or any other similar relationship, but rather is an arms-length business relationship, and Franchisor owes Franchisee no duties except as expressly provided in this Agreement. Franchisee is an independent contractor, and nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, joint employer, or servant of the other for any purpose. During the Term, Franchisee must hold itself out to the public as an independent contractor conducting the operations of the Franchised Business pursuant to the rights granted by Franchisor. Nothing in this Agreement authorizes Franchisee or any of Franchisee's Owners to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name, and Franchisor will in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act or omission of Franchisee or any of Franchisee's Owners or any claim or judgment arising therefrom. Franchisor does not participate in the hiring, promoting, disciplining, or discharging of Franchisee's employees or in setting or paying wages or benefits to Franchisee's employees, and Franchisee acknowledges that Franchisor has no power, responsibility, or liability in respect to the hiring, promoting, disciplining, or discharging of employees or in setting or paying their wages. Franchisee must conspicuously identify itself and the Franchised Business in all dealings with Franchisee's employees, customers, contractors, suppliers, public officials, and others, as an independent franchisee of Franchisor, and Franchisee must place a conspicuous notice, in the form and at such place as Franchisor prescribes, notifying the public of such independent ownership.

18. TERMINATION

A. Automatic Termination. Franchisee will be deemed to be in default under this Agreement, and all rights granted by this Agreement will automatically terminate without notice to Franchisee, if Franchisee becomes insolvent or makes a general assignment for the benefit of creditors; or if Franchisee files a voluntary petition (or has an involuntary petition filed against Franchisee) under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing to Franchisee's inability to pay Franchisee's debts when due; or if Franchisee is adjudicated as bankrupt or insolvent in proceedings filed against Franchisee under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state; or if a bill in equity or other proceeding for the appointment of a receiver or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law are instituted by or against Franchisee; or if a final judgment against Franchisee remains unsatisfied or of record for 30 days or longer (unless *supersedeas* bond is filed); or if Franchisee are dissolved; or if execution is levied against Franchisee's business or property; or if judicial, non-judicial or administrative proceedings to foreclose any lien or mortgage against the Franchised Business, or any part thereof, is instituted against Franchisee and not dismissed within 30 days; or if the real or personal property of the Franchised Business will be sold after levy thereupon by any sheriff, marshal, or constable or is otherwise sold by means of a foreclosure sale or a public or private auction or sale conducted in accordance with applicable law.

B. Termination on Notice; No Cure. Franchisee will be deemed to be in material default and Franchisor may, at Franchisor's option, terminate this Agreement and all rights granted under this Agreement, without affording Franchisee any opportunity to cure the default, effective immediately upon written notice to Franchisee, upon the occurrence of any of the following events:

(1) Except for any authorized catering activities and any relocation approved by Franchisor, if Franchisee operates the Franchised Kitchen or sells any products or services authorized by Franchisor from any location other than the Franchise Location;

(2) If Franchisee fails to construct the Franchised Kitchen in compliance with Section 3 or fails to open the Franchised Kitchen for business within the period specified in Section 3.E.;

(3) If Franchisee at any time ceases to operate or otherwise abandons or loses the right to occupy the Franchise Location, or otherwise forfeits the right to do or transact business in the jurisdiction where the Franchised Business is located; provided, that this provision will not apply upon the occurrence of a Force Majeure Event, if Franchisee applies within 30 days after such event for Franchisor's approval to relocate or reconstruct the Franchised Kitchen and Franchisee diligently pursues such reconstruction or relocation. Franchisor's approval will not be unreasonably withheld but may be conditioned upon the payment of an agreed minimum fee to Franchisor during the period in which the Franchised Kitchen is not in operation;

(4) If a threat or danger to public health or safety results from the establishment or operation of the Franchised Business;

(5) If Franchisee or any of Franchisee's Owners is convicted of, or has entered a plea of, guilty or *nolo contendere* to a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believe is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Franchisor's interests therein;

(6) If Franchisee or any of Franchisee's Owners transfers or attempts to transfer any rights or obligations under this Agreement or any interest in Franchisee or the Franchised Business contrary to the terms of this Agreement, or if a transfer upon death or Permanent Disability is not made in accordance with Section 15.E.;

(7) If Franchisee or any of Franchisee's Owners discloses or divulges any Confidential Information in violation of Section 11.B. or violates the in-term covenant against competition in Section 11.C.(1);

(8) If Franchisee knowingly maintains false books, records or accounts, or submits any false reports to Franchisor;

(9) If Franchisee breaches in any material respect any of the covenants, or has falsely made any of the representations or warranties, set forth in Section 6, or if Franchisee makes any material misstatement or omission in an application for this franchise or in any other information provided to Franchisor;

(10) If Franchisee fails to comply with Franchisor's quality assurance program (including any applicable cure periods provided under such program);

(11) If Franchisee repeatedly commits an event of default under this Agreement, whether or not such defaults are of the same or different nature and whether or not such defaults have been cured by Franchisee after notice by Franchisor;

(12) If Franchisee's assets, property, or interests are 'blocked' under any law, ordinance, or regulation relating to terrorist activities or if Franchisee is otherwise in violation of any such law, ordinance, or regulation; or

(13) If Franchisee or any of Franchisee's Affiliates is in default of any other franchise or other agreement with Franchisor or its Affiliates and fails to cure such default within the applicable cure period, if any.

C. Termination on Notice; Opportunity to Cure. Except as provided in Sections 18.A. and 18.B., upon the occurrence of any event of default which is capable of being cured, Franchisor may terminate this Agreement by giving Franchisee written notice, stating the nature of the default and the applicable Cure Period. Franchisee may avoid termination by immediately commencing to cure the default and curing it to Franchisor's satisfaction within the time period set forth below or any longer period that applicable law may require ("**Cure Period**"). If the default is not cured within the Cure Period, this Agreement will terminate without further notice to Franchisee effective immediately upon the expiration of the Cure Period. Defaults which are susceptible of cure under this Agreement include, but are not limited to, the following:

(1) If Franchisee fails to procure and maintain the insurance policies required by Section 13 and fail to cure such default within seven days following notice from Franchisor;

(2) If Franchisee misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein and fails to cure such default within 24 hours following notice from Franchisor;

(3) If Franchisee fails to obtain the execution of the confidentiality and related covenants as required under Section 7.E.(2) within 10 days after Franchisor request and fails to cure such default within 30 days following notice from Franchisor;

(4) If Franchisee or any of Franchisee's Affiliates fails, refuses, or neglects promptly to pay any monies owed to Franchisor or any of Franchisor's Affiliates when due, or fails to submit the financial or other information Franchisor requires under this Agreement, and does not cure such default within five days following notice from Franchisor;

(5) If Franchisee fails to maintain or observe any of the standards, specifications, or procedures prescribed by Franchisor in this Agreement, the Manuals, or otherwise in writing, and fails to cure such default within 30 days following notice from Franchisor; or

(6) If Franchisee fails to comply with any other requirements imposed by this Agreement or fails to carry out the terms of this Agreement in good faith and fails to cure such default within 30 days following notice from Franchisor.

D. Interim Management. If Franchisor has given Franchisee notice that Franchisee is in default under this Agreement, then Franchisor or its designee may assume interim management of the Franchised Business during the pendency of any Cure Period or in lieu of immediately terminating this Agreement. If Franchisor elects (or elects to appoints a designee) to assume interim management of the Franchised Business, (i) Franchisor's election will not relieve Franchisee of its obligations under this Agreement; (ii) Franchisor or its designee will be liable for any debts, losses, costs or expenses incurred in the operation of the Franchised Business during any such interim management period; (iii) Franchisor or its designee will have the right to charge a reasonable fee for such management services (such fee to be no less than 10% of Gross Sales during any such interim management period); and (iv) Franchisee agrees to indemnify Franchisor and any designee that operates the Franchised Business pursuant to this Section 18.D. in accordance with the terms of Section 16.

19. POST-TERMINATION

A. Franchisee's Obligations. Upon the termination or expiration of this Agreement for any reason, all rights granted to Franchisee will terminate, and Franchisee must:

(1) Immediately cease to operate the Franchised Business and must not thereafter, directly or indirectly, represent to the public or hold itself out as one of Franchisor's present or former franchisees.

(2) Immediately and permanently cease to use, in any manner whatsoever, the Marks, the Franchise Website (including any subdomain name) and any Confidential Information. Without limitation of the foregoing, Franchisee must cease to use all items which display the Marks.

(3) Take such action as may be necessary to cancel any assumed name, fictitious name, or equivalent registration which contains the mark "MAVEN MEALS" or any other Mark, and furnish Franchisor with satisfactory evidence of compliance within five days after termination or expiration of this Agreement.

(4) Not use any reproduction, counterfeit, copy, or colorable imitation of the Marks which is likely to cause confusion, mistake, or deception, or which is likely to dilute Franchisor's rights in and to the Marks, nor use any designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor constituting unfair competition.

(5) Promptly pay all amounts owing to Franchisor and Franchisor's Affiliates, and all damages, costs, and expenses, including reasonable attorneys' fees and costs, incurred by Franchisor as a result of any default by Franchisee or in connection with obtaining injunctive or other relief for the enforcement of any provisions of this Section 19.

(6) Promptly deliver to Franchisor all Manuals, Confidential Information, and other materials related to the operation of the Franchised Business in Franchisee's possession or control (including all Customer Data), and all copies thereof, all of which are acknowledged to be Franchisor's property, and retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between Franchisee and Franchisor and any other documents which Franchisee reasonably needs for compliance with any provision of applicable law.

(7) Comply with the restrictions against the disclosure of Confidential Information and against competition contained in Section 11 and cause any other person required to execute similar covenants also to comply with such covenants.

(8) Promptly furnish to Franchisor an itemized list of all advertising, marketing and sales promotion materials bearing the Marks under Franchisee's control. Franchisor has the right to inspect these materials and the option, exercisable within 30 days after such inspection, to purchase any or all of the materials at Franchisee's cost. Materials that Franchisor does not purchase cannot be used by Franchisee or any other person for any purpose unless authorized in writing by Franchisor.

(9) At Franchisor's option, assign to Franchisor all rights to the telephone numbers of the Franchised Business and any related Internet or other business listings and execute all forms and documents required by Franchisor to transfer such services and numbers to Franchisor. Franchisee must use different telephone numbers at or in connection with any subsequent business conducted by Franchisee.

(10) If Franchisor does not elect to exercise Franchisor's option to acquire the lease for the Franchise Location (as described below), Franchisee must make such modifications or alterations to the premises as are necessary to distinguish the Franchised Kitchen from that of other Maven Meals Kitchens, and, if Franchisee fails or refuses to do so, Franchisor will have the right to enter upon the premises, without being guilty of trespass or any other crime or tort, to make or cause such changes to be made, at Franchisee's expense.

B. Franchisor's Post-Term Purchase Options. Upon the termination or expiration of this Agreement, Franchisor will have the following options which Franchisor may assign to any person or entity without Franchisee's consent:

(1) The option, exercisable by written notice to Franchisee within 60 days from the date of such termination or expiration, as applicable, to acquire any or all of the assets of the Franchised Business from Franchisee (subject to any rights of approval retained by the owner of the leasehold). The date of such notice is referred to as the "**Notification Date**." Franchisor may determine in Franchisor's sole discretion which assets Franchisor wishes to purchase on a case-by-case basis.

(a) If Franchisor exercises Franchisor's option under this Section 19.B.(1), the purchase price for the assets will be their fair market value, determined in a manner consistent with reasonable depreciation of the leasehold improvements, equipment, fixtures, furnishings, signs, materials and supplies. The age and condition of the improvements, equipment, fixtures, furnishings, decor, and signs will also be considered in determining the fair market value. Franchisor may exclude from the assets Franchisor elects to purchase cash or its equivalent and any leasehold improvements, equipment, fixtures, furnishings, signs, materials, and supplies that are not necessary or appropriate (in function or quality) to the operation of the Franchised Business or that Franchisor has not approved as meeting the standards for Maven Meals Businesses, and the purchase price will reflect such exclusions. In addition and regardless of whether Franchisor elects to assume Franchisee's interests in the Franchise Location's lease pursuant to Section 19.B.(2), Franchisor will have no obligation to pay Franchisee any amount for leasehold improvements made by Franchisee to the Franchise Location and no obligation to reimburse or otherwise compensate Franchisee for any customer information, goodwill, business start-up costs, or losses during start-up.

(b) The purchase price will be paid at the closing of the purchase, which will take place not later than 90 days after the determination of the purchase price. Franchisor will have the right to set off against the purchase price, any and all amounts Franchisee or Franchisee's Owners owe to Franchisor. At the closing, Franchisee must deliver instruments transferring to Franchisor: (i) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances, with all sales and other transfer taxes paid by Franchisee; (ii) all licenses and permits which may be assigned or transferred; and (iii) if applicable, a leasehold interest in (or unencumbered title to) the Franchise Location and improvements. If Franchisee cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, the closing of the sale will be accomplished through an escrow. Franchisor will be entitled to all customary warranties and representations in connection with the asset purchase, including representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; and liabilities affecting the assets, contingent or otherwise; and Franchisee and Franchisee's Owners will execute general releases, in form satisfactory to Franchisor, of any and all claims against Franchisor, Franchisor's Affiliates and their respective and shareholders, officers, directors, employees, agents, successors, and assigns.

(2) In addition to and separate and apart from Franchisor's option in Section 19.B.(1), the option, exercisable at the time and in the manner set forth in subsection (1) above, to assume Franchisee's leasehold interest in the Franchise Location or, if Franchisee or Franchisee's Affiliate owns the Franchise Location, to enter into a lease agreement with Franchisee or Franchisee's Affiliate for the Franchise Location. If Franchisor exercises such option, Franchisee will assign Franchisee's leasehold interest in the Franchise Location to Franchisor; or if Franchisee or Franchisee's Affiliate own the Franchise Location, Franchisee or its Affiliate will lease the Franchise Location to Franchisor at a reasonable commercial rent and upon rental terms comparable to those for similar leased property in the market where the Franchised Kitchen is located. Franchisee acknowledges and agrees that Franchisor will have no obligation under any circumstances to reimburse or otherwise compensate Franchisee in connection with any such lease assignment, including no obligation to reimburse or otherwise compensate Franchisee for any leasehold improvement costs or expenses or other costs or expenses incurred by Franchisee. Franchisee also acknowledges and agrees that Franchisor will have no obligation under any circumstances to reimburse or otherwise compensate Franchisee for any customer information, goodwill, business start-up costs, or other losses during start-up.

(3) If Franchisor and Franchisee are unable to agree on the fair market value of the Franchised Business's assets under Section 19.B.(1), or the fair rental value of the Franchise Location under Section 19.B.(2), fair market value or fair rental value, as applicable, will be determined by three independent appraisers who collectively will conduct one appraisal. Franchisor will appoint one appraiser, Franchisee will appoint one appraiser, and those appraisers will appoint the third appraiser. Franchisee and

Franchisor will select Franchisor's respective appraisers within 15 days after the Notification Date, and Franchisor and Franchisee agree that Franchisor will instruct the two appraisers so chosen to appoint the third appraiser within 15 days after the date on which the last of Franchisor's appointed appraisers is appointed. Franchisee and Franchisor will each bear the cost of their own party appraiser and share equally the fees and expenses of the third appraiser. The three appraisers will be instructed to complete their appraisal within 30 days after the third appraiser's appointment.

20. MISCELLANEOUS

A. Notices. Any and all notices required or permitted under this Agreement will be in writing and will be personally delivered or mailed by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by facsimile or electronic mail to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:	Maven Franchise Group, LLC 641 SW 152nd Street Burien, WA 98166 Attention: Heidi Finley, CEO Telephone: (206) 295-8454
Notices to Franchisee and Franchisee's Owners:	____________________ ____________________ ____________________ ____________________ Attention:____________________ Telephone:____________________

Any notice will be deemed to have been given at the time of personal delivery or, in the case of expedited delivery service, on the next Business Day, or, in the case of or registered or certified mail, three Business Days after the date and time of mailing, or, in the case of facsimile or electronic mail, upon transmission (provided confirmation is sent by expedited delivery service or registered or certified mail).

B. No Waiver. No delay, waiver, omission, or forbearance on Franchisor's part to exercise any right, option, duty, or power arising out of any breach or default by Franchisee or Franchisee's Owners under this Agreement will constitute a waiver by Franchisor to enforce any such right, option, duty, or power against Franchisee or Franchisee's Owners, or as to a subsequent breach or default by Franchisee or Franchisee's Owners.

C. Approval or Consent; Discretion.

(1) Whenever this Agreement requires Franchisor's prior approval or consent, Franchisee must make a timely written request to Franchisor, and such approval or consent will be obtained in writing. Except where this Agreement expressly obligates Franchisor reasonably to approve or not unreasonably to withhold Franchisor's approval of any of Franchisee's actions or requests, Franchisor have the absolute right to refuse any request Franchisee make or to withhold Franchisor's approval of any of Franchisee's proposed or effected actions that require Franchisor's approval. No waiver, approval, consent, advice, or suggestion given to Franchisee, and no neglect, delay, or denial of any request therefor, will constitute a warranty or guaranty by Franchisor, nor does Franchisor assume any liability or obligation to Franchisee or any third party as a result thereof.

(2) Whenever Franchisor has expressly reserved, or is deemed to have, discretion under this Agreement, Franchisor may exercise its discretion on the basis of its judgment of what is in its best interests, including its judgment of what is in the best interests of its franchise network without regard to whether: (i) other reasonable alternative decisions could have been made by Franchisor; (ii) Franchisor's

decision promotes its financial or other individual interest; (iii) its decision applies differently to Franchisee and one or more other franchisees or Franchisor's company-owned operations; or (iv) Franchisor's decision is adverse to Franchisee's interests. In the absence of an applicable statute, Franchisor will have no liability to Franchisee for any such decision. Franchisor and Franchisee intend that the exercise of Franchisor's discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, Franchisor and Franchisee agree that such covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants Franchisor the right to make decisions, take actions, and/or refrain from taking actions not inconsistent with Franchisee's rights and obligations under this Agreement.

D. Force Majeure. Upon the occurrence of a Force Majeure Event, the party affected by such Force Majeure Event will give prompt notice of the Force Majeure Event to the other party, together with a description of the Force Majeure Event, the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected, and a plan for resuming operation under the Agreement, which the party will promptly undertake and maintain with due diligence. An affected party will be liable for failure to give timely notice only to the extent of damage actually caused. If a Force Majeure Event occurs, then, in addition to any payments that may be required under Section 18.B.(3), Franchisee must continue to pay to Franchisor any and all amounts that Franchisee has duly become obligated to pay in accordance with the terms of this Agreement prior to the occurrence of such Force Majeure Event, and the Indemnified Parties will continue to be indemnified and held harmless by Franchisee in accordance with Section 16. Except as provided in Section 18.B.(3) and the immediately preceding sentence, neither party will be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by a Force Majeure Event.

E. Severability. Except as expressly provided to the contrary in this Agreement, each portion, section, part, term, and provision of this Agreement will be considered severable; and if, for any reason, any portion, section, part, term, or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, this will not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms or provisions of this Agreement that may remain otherwise intelligible, and the latter will continue to be given full force and effect and bind the parties; the invalid portions, sections, parts, terms or provisions will be deemed not to be part of this Agreement; and there will be automatically added such portion, section, part, term or provision as similar as possible to that which was severed, which will be valid and not contrary to or in conflict with any law or regulation.

F. Mediation. Franchisor and Franchisee acknowledge that certain disputes may arise that Franchisor and Franchisee are unable to resolve, but that may be resolvable through mediation. To facilitate such resolution, Franchisee and Franchisor will submit to mediation any claim, controversy, or dispute between Franchisor or any of its Affiliates (and their respective owners, officers, directors, agents representatives and/or employees) and Franchisee or any of its Affiliates (and their respective Owners, agents, representatives, and/or employees) arising out of or related to this Agreement (including the validity of this Agreement), the relationship created by this Agreement, or any other agreement between them before bringing such claim, controversy or dispute before a court or any other tribunal.

(1) The mediation will be conducted by a mediator agreed upon by Franchisee and Franchisor and, failing such agreement within not more than 15 days after either party has notified the other of its desire to seek mediation, by the American Arbitration Association or any successor organization ("**AAA**") in accordance with its rules governing mediation. Mediation will be held at the offices of Franchisor (currently in Seattle, Washington) or at the AAA office nearest to Seattle, Washington. The costs and expenses of mediation, including the compensation and expenses of the mediator (but excluding attorneys' fees and travel costs incurred by either party), will be borne by the parties equally.

(2) If the parties are unable to resolve the claim, controversy or dispute within 90 days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may bring a legal proceeding pursuant to Section 20.G. Franchisor and Franchisee

agree that statements made in any such mediation proceeding will not be admissible for any purpose in any subsequent legal proceeding.

(3) Notwithstanding this Section 20.F., Franchisee's and Franchisor's agreement to mediate will not apply to controversies, disputes or claims related to or based on past due payments owed by Franchisee to Franchisor, the Marks, or the Confidential Information. Moreover, regardless of Franchisee's and Franchisor's agreement to mediate, Franchisee and Franchisor each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in a court of competent jurisdiction.

G. Litigation. The parties irrevocably submit themselves to the jurisdiction of the state courts of King County, Washington and the federal district court for the Western District of Washington and waive all questions of personal jurisdiction for the purpose of carrying out this Section 20.G. Franchisee and Franchisor agree that service of process may be made upon any such party in any proceeding relating to or arising out of this Agreement or the relationship created by this Agreement by any means allowed by Washington or federal law. Franchisee and Franchisor further agree that venue for any proceedings relating to or arising out of this Agreement will be in King County, Washington.

H. Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other federal law, this Agreement and all claims arising from the relationship between Franchisor and Franchisee will be governed by and interpreted and construed under Washington law, without regard to Washington conflict of law rules, and except that any law regulating the offer or sale of franchises, business opportunities, or similar interests or governing the relationship between Franchisor and Franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

I. Parties' Acknowledgments. Franchisee and Franchisor acknowledge that the agreements regarding applicable state law and forum set forth above provide each of Franchisor and Franchisee with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this agreement or the relationship created by this Agreement. Franchisee and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

J. Waiver of Punitive Damages. Except with respect to Franchisee's obligation to indemnify Franchisor pursuant to Section 16 and claims that Franchisor brings against Franchisee for Franchisee's unauthorized use of the Marks or unauthorized use or disclosure of any Confidential Information, Franchisor and Franchisee and Franchisee's Owners waive to the fullest extent permitted by applicable law any right to or claim for any punitive or exemplary damages against the other and agree that, in the event of a dispute between Franchisee and Franchisor, the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains.

K. Limitation of Claims. Except for claims arising from Franchisee's non-payment or underpayment or amounts owed to Franchisor or its Affiliates and claims that Franchisor brings with regard to Franchisee's obligation to indemnify Franchisor pursuant to Section 16, any and all claims arising out of or relating to this Agreement or the relationship between Franchisee and Franchisor pursuant to this Agreement will be barred unless an action is commenced within two years after the date on which the act or event giving rise to the claim occurred, or two years from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to such claims, whichever occurs first.

L. Jury Waiver. Franchisee and Franchisor unconditionally and irrevocably waive any right to a jury trial in any action arising out of or in connection with this Agreement, the relationship created by this Agreement or any other agreements between Franchisee or Franchisor or Franchisee's and Franchisor's respective Affiliates. The scope of this waiver is intended to be all encompassing of any and all disputes that may be filed in any court. In the event of litigation, this Agreement may be filed as written consent to trial by the court.

M. Enforcement Costs. If Franchisor incurs expenses in connection with Franchisee's failure to pay when due amounts owed to Franchisor, or to submit when due any reports, information or supporting records, or otherwise to comply with this Agreement, Franchisee must reimburse Franchisor for any of the costs and expenses which Franchisor incur, including accounting, attorneys', mediators', arbitrators' fees and costs.

N. Binding Effect. This Agreement is binding upon Franchisor and Franchisee and Franchisee's and Franchisor's respective executors, administrators, heirs, beneficiaries, assigns, and successors in interest.

O. Modification of Agreement. Except for those changes permitted to be made unilaterally by Franchisor under this Agreement, no amendment, change, or variance from this Agreement will be binding on either Franchisee or Franchisor unless mutually agreed in a written document that has been duly executed by Franchisor's and Franchisee's authorized officers or agents. Notwithstanding the foregoing, no such changes in this or any related agreement is intended to disclaim the representations that Franchisor made in the franchise disclosure document that Franchisor furnished Franchisee.

P. Interpretation. The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions will not be deemed to govern, limit, modify, or in any other manner affect the scope, meaning, or intent of the provisions of this Agreement or any part thereof nor will such captions otherwise be given any legal effect. Examples used in this Agreement and references to "includes" and "including" are illustrative and not exhaustive. Reference that a person or entity "will" or "must" do something means such person or entity has the obligation to do such thing. References that a person or entity "may" do something mean the person or entity has the right, but not the obligation, to do so. References that a person or entity "may not" or "will not" or "must not" do something means the person or entity is prohibited from doing so. All references in this Agreement to the masculine, neuter, or singular will be construed to include the masculine, feminine, neuter, or plural, where applicable.

Q. Survival. Any obligation of Franchisee or the Owners that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest in Franchisee, will be deemed to survive such termination, expiration, or transfer. Without limitation of the foregoing, the provisions of Sections 20.F., G., and H. will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

R. Remedies Cumulative. All rights and remedies of the parties to this Agreement will be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for in this Agreement or which may be available at law or in equity in case of any breach, failure, or default or threatened breach, failure, or default of any term, provision or condition of this Agreement or any other agreement between Franchisee or any of Franchisee's Affiliates, and Franchisor or any of Franchisor's Affiliates. The rights and remedies of the parties to this Agreement will be continuing and will not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination, or exercise of Franchisor's rights pursuant to Section 18 will not discharge or release Franchisee or any of the Owners from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination, or the exercise of such rights under this Agreement.

S. No Third Party Beneficiary. Except as expressly provided to the contrary in this Agreement, nothing in this Agreement is intended, nor will be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, Franchisor's officers, directors, and personnel and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated (and, as to Franchisee, authorized by Section 15), any rights or remedies under or as a result of this Agreement.

T. Further Assurances. Franchisee and Franchisor will promptly execute and deliver such further documents and take such further action as may be necessary in order to effectively carry out the intent and purposes of this Agreement.

U. Counterpart Execution. This Agreement may be executed in multiple counterparts, each of which when so executed will be an original, and all of which will constitute one and the same instrument.

V. Agreement Effective Upon Execution by Franchisor. This Agreement will not become effective until signed by one of Franchisor's authorized representatives.

W. Entire Agreement. This Agreement, the documents referred to in this Agreement, and the preambles, exhibits, and attachments to this Agreement constitute the entire, full, and complete agreement between Franchisor, Franchisee, and Franchisee's Owners concerning the subject matter of this Agreement and will supersede all prior related agreements; provided, however, that nothing in this or any related agreement is intended to disclaim the representations that Franchisor made in the FDD that Franchisor furnished Franchisee.

{Signatures Appear on Following Page}

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

FRANCHISOR:
Maven Franchise Group, LLC,
a Washington limited liability company

By:_______________________________________
Name:_____________________________________
Title:______________________________________

FRANCHISEE:

____
____

By:_______________________________________
Name:_____________________________________
Title: _____________________________________

EXHIBIT A-1

GUARANTY AND ASSUMPTION AGREEMENT

[Signed by the Operating Principal and other Owners who guaranty Franchisee's performance.]

This Guaranty and Assumption Agreement ("**Guaranty**") is made this _______ day of 20__, by the undersigned in connection with the Franchise Agreement dated _______________, 20__ (the "**Franchise Agreement**") between Maven Franchise Group, LLC, a Washington limited liability company ("**Franchisor**") and __________________ ("**Franchisee**").

In consideration of, and as an inducement to, the execution of the Franchise Agreement by Franchisor, each of the undersigned and any other parties who sign counterparts of this Guaranty (individually, "**Guarantor**" and collectively, **"Guarantors**") hereby personally, individually, jointly and severally, unconditionally and irrevocably guarantee to Franchisor and its successors and assigns that Franchisee will punctually perform its obligations and pay all amounts due under the Franchise Agreement, including amounts due for initial franchise fees, royalties, brand development fund contributions, and purchases of equipment, materials, and supplies. Each Guarantor is a direct or indirect owner of Franchisee and will receive material benefit from the execution of the Franchise Agreement by Franchisor.

Each Guarantor waives:

(i) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; and

(ii) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and

(iii) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and

(iv) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

(v) all rights to payments and claims for reimbursement or subrogation which he or she may have against Franchisee arising as a result of his or her execution of and performance under this Guaranty (including by way of counterparts); and

(vi) any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each Guarantor consents and agrees that:

(i) his or her direct and immediate liability under this Guaranty will be joint and several not only with Franchisee, but also among the Guarantors; and

(ii) he or she will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; and

(iii) such liability will not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person. This Guaranty is a guaranty of payment, not of collection; and

(iv) such liability will not be diminished, relieved, or otherwise affected by any subsequent rider or amendment to the Franchise Agreement or by any extension of time, credit, or other indulgence that Franchisor may from time to time grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable throughout the term of the Franchise Agreement and for so long thereafter as there are any monies or obligations owing by Franchisee to Franchisor under the Franchise Agreement; and

(v) Franchisee's written acknowledgment, accepted in writing by Franchisor, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Franchisee will be conclusive and binding on the undersigned as Guarantors.

This Guaranty will be a continuing guaranty, and the liability and obligation of each Guarantor will be absolute and remain in full force and effect and will not be released or discharged without a written release of Franchisor releasing the undersigned from their obligations hereunder.

Each Guarantor also makes all of the covenants, representations, warranties and agreements pertaining to the Owners and Guarantors set forth in the Franchise Agreement, including those under Sections 7 (Franchisee's Representations, Warranties and Covenants), 11 (Confidentiality and Non-Competition Covenants), 15 (Transfer), 16 (Indemnification), 19 (Post-Termination), 20.F. (Mediation), 20.G. (Litigation), 20.H. (Governing Law), 20.I. (Parties' Acknowledgments), 20.J. (Waiver of Punitive Damages), 20.K. (Limitation of Claims), 20.L. (Jury Waiver), and 20.M. (Enforcement Costs), and is obligated to perform thereunder and agrees to be bound thereby. These sections include a number of provisions that may affect the legal rights of the undersigned, including a waiver of jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. Each Guarantor acknowledges and agrees that Guarantor has received and read a copy of the Franchise Agreement and understands the obligations contained in the Franchise Agreement.

If Franchisor is required to enforce this Guaranty in an administrative, judicial, or arbitration proceeding, and Franchisor prevails, Franchisor will be entitled to reimbursement of its costs and expenses, including, but not limited to, legal and accounting fees and costs, administrative, mediators', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of an administrative, judicial, mediation or arbitration proceeding, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, Guarantors will reimburse Franchisor for any of the above-listed costs and expenses it incurred.

IN WITNESS WHEREOF, each Guarantor has affixed his signature on the date set forth above.

GUARANTORS

____
Name: ________________________

____
Name: ________________________

____
Name: ________________________

____
Name: ________________________

EXHIBIT A-2

OWNERS' ASSUMPTION AGREEMENT
[Signed by any Owner not signing the Guaranty and Assumption Agreement]

This Owners' Assumption Agreement ("**Agreement**") is made by the undersigned this ______ day of 20__, in connection with the Franchise Agreement dated _______________, 20__ (the "**Franchise Agreement**") between Maven Franchise Group, LLC, a Washington limited liability company ("**Franchisor**") and __________________ ("**Franchisee**").

Each of the undersigned is a direct or indirect owner of Franchisee ("**Owner**") and will receive material benefit from the execution of the Franchise Agreement by Franchisor.

In consideration of, and as an inducement to, the execution of the Franchise Agreement by Franchisor, each Owner makes all of the covenants, representations, warranties and agreements pertaining to the Owners set forth in the Franchise Agreement, including those under Sections 7 (Franchisee's Representations, Warranties and Covenants), 11 (Confidentiality and Non-Competition Covenants), 15 (Transfer), 19 (Post-Termination), 20.F. (Mediation), 20.G. (Litigation), 20.H. (Governing Law), 20.I. (Parties' Acknowledgments), 20.J. (Waiver of Punitive Damages), 20.K. (Limitation of Claims), and 20.L. (Jury Waiver) and is obligated to perform thereunder and agrees to be bound thereby. These sections include a number of provisions that may affect the legal rights of Owner, including a waiver of jury trial, waiver of punitive or exemplary damages, and limitations on when claims may be raised. Each Owner acknowledges and agrees that Owner has received and read a copy of the Franchise Agreement and understands the obligations contained in the Franchise Agreement.

This Agreement will be a continuing agreement, and the obligation of each Owner will be absolute and remain in full force and effect until the obligations of Owner expire by their terms or Owner is released or discharged from such obligations by a written release signed by Franchisor.

If Franchisor is required to enforce this Agreement in an administrative, judicial, or arbitration proceeding, and Franchisor prevails, Franchisor will be entitled to reimbursement of its costs and expenses, including, but not limited to, legal and accounting fees and costs, administrative, mediators', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of an administrative, judicial, mediation or arbitration proceeding, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by an Owner to comply with this Agreement, such Owner will reimburse Franchisor for any of the above-listed costs and expenses it incurred.

IN WITNESS WHEREOF, each Owner has affixed his signature on the date set forth above.

OWNER

____
Name: ____________________________________

____
Name: ____________________________________

EXHIBIT B

CONFIDENTIALITY AND NONCOMPETITION AGREEMENT

This Agreement is made and entered into this ____ day of ________________, 20__, between ____________________ (“**Franchisee**”) and ______________________ (“**Manager**”) in connection with a franchise agreement between Maven Franchise Group, LLC, a Washington limited liability company (“**Franchisor**”) and Franchisee dated _________, 20__ (“**Franchise Agreement**”).

RECITALS

Franchisor offers franchises for the establishment and operation of Maven Meals Businesses.

Maven Meals Businesses are identified by certain trademarks and service marks, including, the mark “MAVEN MEALS,” and are operated under a System that includes Confidential Information which provides economic advantages to Franchisor and its franchisees.

Franchisor has granted Franchisee the right to operate a Maven Meals Business pursuant to the Franchise Agreement.

Manager is employed by Franchisee and it will be necessary for Manager to have access to some or all of the Confidential Information in order to perform Manager’s duties.

Franchisor and Franchisee have agreed on the importance of restricting the use, access, and dissemination of the Confidential Information, and Franchisee has agreed to obtain from Manager a written agreement protecting the Confidential Information and further protecting the network of Maven Meals Businesses against unfair competition.

Manager acknowledge that receipt of and the right to use the Confidential Information constitutes independent valuable consideration for the representations, promises, and covenants made by Manager.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

AGREEMENT

<u>Confidentiality Agreement</u>

1. Manager will, at all times, maintain the confidentiality of the Confidential Information and will use such Confidential Information only in the course of Manager’s employment by Franchisee in connection with the operation of the Maven Meals Business under the Franchise Agreement.

2. Manager will not at any time make copies of any documents containing some or all of the Confidential Information. Without limitation of the foregoing, Manager acknowledges that the Manuals, and the information contained in the Manuals, are and remain Franchisor’s property. Manager is provided with access to Manuals only for limited purpose of performing its duties in connection with the operation of Franchisee’s Maven Meals Business and Manager agrees that no Manual (and no part of any Manual) may be reproduced, in whole or in part.

3. Manager will not at any time disclose or permit the disclosure of the Confidential Information to any other person except to Franchisee’s other authorized employees and only to the limited extent necessary to train or assist such other employees in the operation of the franchised Maven Meals Business.

4. Manager will surrender any material containing some or all of the Confidential Information to Franchisee or Franchisor, upon request, and in any event upon termination of Manager’s employment.

5. Manager will promptly notify Franchisee of any Improvement developed in connection with the Maven Meals Business and will cooperate fully with Franchisee and Franchisor to vest in Franchisor all right, title, and interest in and to the Improvement. Manager acknowledges and agree that Manager is not entitled to any compensation for any contribution Manager might make to an Improvement.

6. Manager's confidentiality covenants will survive the termination of Manager's employment with Franchisee.

Covenants Not to Compete

1. In order to protect the goodwill associated with the Marks and the System, and in consideration for the disclosure of the Confidential Information to Manager, Manager agrees that, during the term of Manager's employment by Franchisee, and for one year following the earlier of (i) the termination of Manager's employment, or (ii) the termination, expiration, or transfer of Franchisee's interest in the Franchise Agreement, Manager will not, directly or indirectly, for himself or herself, or through, on behalf of, or in conjunction with any other person or entity: (a) divert, or attempt to divert any business opportunity or customer of the Maven Meals Business to any competitor; or (b) own, maintain, operate, manage, engage in, have any financial or beneficial interest in, advise, assist or make loans to, any business which is the same as or similar to a Maven Meals Business and which is, or is intended to be, located (i) at the site of Franchisee's Maven Meals Kitchen, or (ii) within the delivery area served by Franchisee's Maven Meals Business, or (iii) within the delivery area served any other Maven Meals Business; or (iv) adjacent to the delivery area served by Franchisee's Maven Meals Business or the delivery area served by any other Maven Meals Business.

2. Manager will not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Marks or the System.

Franchisee's Undertaking

Franchisee agrees to make all commercially reasonable efforts to ensure that Manager acts in compliance with this Agreement.

Definitions

"**Confidential Information**" means all proprietary and confidential information relating to the establishment and operation of Maven Meals Businesses, including: (i) Franchisor's standards and specifications, including equipment, product, and supplier standards and specifications; (ii) site selection criteria; (iii) recipes; (iv) advertising and marketing plans and programs; (v) research, development and test programs for products, services and operations; (vi) the contents of Franchisor's Manuals; (vii) knowledge of the operating and financial results of Maven Meals Businesses, other than Franchisee's Franchised Business; (viii) proprietary Computer Systems (including Kumquat), (ix) Improvements (as defined in Section 11.D.); (x) all Customer Data; and (xi) all customer communication and retention programs and data used or generated in connection with those programs.

"**Improvement**" means any new concept, process, recipe, menu item, improvement, invention, or work of authorship in the operation or promotion of the Maven Meals Business, alone or jointly with others and within or without the facilities of the Maven Meals Kitchen, before, during or after normal business hours.

"**Marks**" means the trade names, trademarks, service marks, logos, emblems, and other indicia of origin that Franchisor has designated, and may designate after the Effective Date, in writing for use in connection with the System, including, but not limited to, the "MAVEN MEALS" trademark and related commercial symbols.

"**System**" means Franchisor's comprehensive methods and procedures for the establishment, management, and operation of Maven Meals Businesses, including the Confidential Information, Franchisor's Manuals, the Marks, and other business standards and policies, the distinguishing characteristics of which include the Franchised Kitchen design and layout; special recipes and menu items; uniform standards, specifications, policies, and procedures for operations; quality and uniformity of the products and services offered; procedures for inventory, management and financial control; training and assistance; and advertising and promotional programs, all of which Franchisor may change, improve, further develop, or otherwise modify from time to time.

Miscellaneous

1. Manager agrees that:

a. Each of the covenants in this Agreement contain reasonable limitations as to time, geographical area, and scope of activity to be restrained and are is necessary to protect the business interests of Franchisee and Franchisor.

b. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision, Manager agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law.

c. If Manager breaches this Agreement, Franchisee and Franchisor would be irreparably injured and without an adequate remedy at law and will be entitled, in addition to any other remedies (including recovery of their enforcement costs), to seek a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement.

2. Any failure by Franchisor or Franchisee to object to or take action with respect to any breach of any provision of this Agreement by Franchisee will not operate or be construed as a waiver of or consent to that breach of any subsequent breach by Manager.

3. This agreement will be governed by and construed and enforced in accordance with the laws of the state in which Franchisee's Maven Meals Business is located, without reference to such state's conflict of law principles.

4. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

5. Any and all notices required or permitted under this Agreement will be in writing and will be personally delivered or mailed by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by facsimile or electronic mail to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Franchisor, the notice will be addressed to:

Maven Franchise Group, LLC
641 SW 152nd Street
Burien, WA 98166
Attention: Heidi Finley, CEO

If directed to Franchisee, the notice will be addressed to:

____
____
____
Attention:__________________________

If directed to Manager, the notice will be addressed to:

____
____
____
Attention:__________________________

Any notice will be deemed to have been given at the time of personal delivery or, in the case of expedited delivery service on the next Business Day, or, in the case of or registered or certified mail, three Business Days after the date and time of mailing, or, in the case of facsimile or electronic mail, upon transmission (provided confirmation is sent by expedited delivery service or registered or certified mail). "**Business Day**" means each day other than a Saturday, Sunday, U.S. holidays, or any other day on which the Federal Reserve is not open for business in the United States.

7. Franchisor and its successors and assigns are third-party beneficiaries of this Agreement, with the full and independent right, at their option and in their sole discretion, to enforce this Agreement. Franchisor's rights and remedies under this Agreement are fully assignable and transferable and will inure to the benefit of Franchisor's Affiliates, successors, and assigns. Manager's obligations and those of the Franchisee may not be assigned without Franchisor's prior written consent.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISEE:	**MANAGER:**
By: ____________________________________	____
[Name], [Title]	[Name], an Individual

EXHIBIT C

SELECTED TERMS:
DESIGNATED AREA, FRANCHISE LOCATION,
DELIVERY AREA, AND OPENING DATE

1. **DESIGNATED AREA**:

   The Designated Area is: ____

2. **FRANCHISE LOCATION**:

   The Franchised Kitchen will be located at the following address: ______________________

3. **DELIVERY AREA**:

   The Delivery Area is: ____

4. **OPENING DATE**: The Opening Date of the Franchised Kitchen is _____________, 20__.

ATTACHMENT ONE TO EXHIBIT C

MAP OF DELIVERY AREA MAP

[To be inserted upon assignment by Franchisor of a Delivery Area to Franchisee pursuant to Section 2.C.]

EXHIBIT D

OWNERSHIP AND MANAGEMENT INFORMATION

1. The following is a list of all shareholders, partners, members, or other investors owning a direct or

NAME	OWNERSHIP INTEREST IN FRANCHISEE	NATURE OF INTEREST

2. Franchisee's Operating Principal is: ____

3. Franchisee's General Manager is: ____

4. Franchisee's Kitchen Lead is: ____

EXHIBIT E

LEASE ADDENDUM TERMS

1. Landlord acknowledges that Tenant is a franchisee of Maven Franchise Group, LLC, a Washington limited liability company ("**Franchisor**"), and that the Maven Meals Kitchen ("**Unit**") located at the premises leased by Landlord to Tenant ("**Premises**") is operated under the Maven Meals franchise system, pursuant to a franchise agreement between Tenant and Franchisor ("**Franchise Agreement**"). Landlord consents to Tenant's use at the Premises of such marks and signs, decor items, color schemes, and related components of the Maven Meals system as Franchisor may prescribe for the Unit. During the term of the Franchise Agreement, the Premises may be used only for the operation of the Unit.

2. Landlord agrees to furnish to Franchisor copies of any and all letters and notices sent to Tenant pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Tenant. Without limiting the foregoing, in the event of any default by Tenant, Landlord will give Franchisor written notice of such default. If Tenant has failed to cure such default at the expiration of the applicable cure period, Landlord will give Franchisor further written notice ("**Franchisor Notice**") and will afford Franchisor the opportunity (but without any obligation) to cure Tenant's default within 15 days following Franchisor's receipt of Franchisor Notice and before Landlord exercises any of Landlord's remedies arising as a consequence of Tenant's default. A cure by Franchisor will not be deemed to be an election to assume the Lease.

3. If Franchisor cures Tenant's default, or if Franchisor notifies Landlord that the Franchise Agreement has been terminated (which termination will constitute a non-curable default pursuant to the Lease upon Landlord's receipt of Franchisor's notice thereof) Landlord agrees:

(a) Upon Franchisor's written request, to assign to Franchisor any and all rights that Landlord may have under the Lease to remove and evict Tenant from the Premises and will cooperate with Franchisor in order to pursue such action to a conclusion; and

(b) Franchisor will have the right and option, upon written notice to Landlord, to:

(i) Undertake to perform the Lease on behalf of the Tenant (notwithstanding any removal or eviction of Tenant) for a period not to exceed six months from the first date of any cure by Franchisor; or

(ii) At any time within or at the conclusion of such six-month period, assume the Lease for the remainder of the Lease term, including any applicable renewal options. In such event, Landlord and Franchisor will enter into an agreement to document such assumption. Franchisor is not a party to the Lease and will have no liability under the Lease unless and until said Lease is assigned to, and assumed by, Franchisor as herein provided.

4. If, during the six-month period set forth in Section 3.(b)(i) or at any time after the assignment contemplated in Section 3.(b)(2), Franchisor notifies Landlord that a franchise for the Unit is being granted to another Maven Meals franchisee, Landlord will permit the assignment of the Lease to such franchisee without the payment of any fee or other cost, provided, that said franchisee satisfies Landlord's reasonable financial qualifications. Landlord will not unreasonably withhold consent to such assignment. Thereafter, Franchisor will be released from any and all further liabilities under the Lease. The parties agree to execute any commercially reasonable documents in furtherance of this Section 4.

5. Tenant will not assign the Lease or renew or extend the term of the Lease without the prior written consent of Franchisor, nor will Landlord and Tenant amend or otherwise modify the Lease in any manner that could materially affect any of the foregoing requirements without Franchisor's prior written consent.

6. Franchisor will have the right to enter the Premises to make any modification or alteration necessary to protect the Maven Meals system and marks or to cure any default under the Franchise

Agreement or under the Lease, without being guilty of trespass or any other crime or tort. Landlord will not be responsible for any expenses or damages arising from any such action by Franchisor. Tenant hereby releases, acquits, and discharges Franchisor and Landlord, and Franchisor's and Landlord's respective Affiliates, successors, and assigns and the officers, directors, shareholders, partners, employees, agents, and representatives of each of them, from any and all claims, demands, accounts, actions, and causes of action, known or unknown, vested or contingent, which any of them may have, ever had, now has, or may hereafter have by reason of any event, transaction, or circumstance arising out of or relating to the exercise of Franchisor's rights pursuant to the Addendum.

7. All notices sent pursuant to this Addendum will be sent in the manner set forth in the Lease, and delivery of such notices will be effective as of the times provided for in the Lease. For purposes of notice under the Lease, Franchisor's mailing address will be 641 SW 152nd Street, Burien, WA 98166, Attention: Heidi Finley, CEO, which address may be changed by written notice to Landlord in the manner provided in the Lease.

STATE SPECIFIC AMENDMENTS TO FRANCHISE AGREEMENT

AMENDMENT TO MAVEN FRANCHISE GROUP, LLC
FRANCHISE AGREEMENT
<u>FOR THE STATE OF CALIFORNIA</u>

The Maven Franchise Group, LLC Franchise Agreement between ________________ ("Franchisee" or "you") and Maven Franchise Group, LLC ("Franchisor" or "us"); dated ____________, 20__ ("Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement ("Amendment"):

<u>CALIFORNIA LAW MODIFICATIONS</u>

1. The California Department of Financial Protection and Innovations requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 <u>et</u> <u>seq</u>., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 <u>et</u> <u>seq</u>. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the Agreement contains a provision that is inconsistent with the law, the law will control.

b. The Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

c. The Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

d. The Agreement requires application of the laws of Washington. This provision may not be enforceable under California law.

e. No disclaimer, questionnaire, clause, or statement signed by a franchisee or prospective franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise

2. Based on Franchisor's audited financial statements, as a condition to becoming registered to offer and sell franchises in the state of California, the California Department of Financial Protection and Innovation has required financial assurances. Franchisor will defer your obligation to pay the initial franchise fee until you are open for business and Franchisor has completed its pre-opening obligations. Therefore, notwithstanding anything to the contrary in Section 5.A of the Agreement, during the period that such fee deferral requirement is in effect ("Fee Deferral Period"), you will not be required to pay the initial franchise fee until the Franchisor has satisfied all of its pre-opening obligations to you, and you are open

for business. After the Fee Deferral Period, you must pay the initial franchise fee as provided in Section 5.A of the Agreement.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on __________________, 20___.

FRANCHISOR:

Maven Franchise Group, LLC,
a Washington limited liability company

By: ____
Name:_______________________________________
Title:____

FRANCHISEE:

____

By: ____
Name:_______________________________________
Title:____

AMENDMENT TO MAVEN FRANCHISE GROUP, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON

The Maven Franchise Group, LLC Franchise Agreement between _________________ ("Franchisee" or "you") and Maven Franchise Group, LLC ("Franchisor" or "us") dated ____________, 20__ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the "Amendment"):

WASHINGTON LAW MODIFICATIONS

1. The Director of the Washington Department of Financial Institutions requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment Protection Act, WA Rev. Code §§ 19.100.010 to 19.100.940 (1994). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

b. RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

c. 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.

d. A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

e. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

2. Based on Franchisor's audited financial statements, as a condition to becoming registered to offer and sell franchises in the state of Washington, the Washington Division of Securities has required financial assurances. Franchisor will defer your obligation to pay the initial franchise fee until you are open for business and Franchisor has completed its pre-opening obligations. Therefore, notwithstanding anything to the contrary in Section 5.A of the Agreement, during the period that such fee deferral requirement is in effect ("Fee Deferral Period"), you will not be required to pay the initial franchise fee until the Franchisor has satisfied all of its pre-opening obligations to you, and you are open for business. After the Fee Deferral Period, you must pay the initial franchise fee as provided in Section 5.A of the Agreement.

3. 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.

4. 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.

5. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Washington law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on __________________, 20___.

FRANCHISOR:

Maven Franchise Group, LLC,
a Washington limited liability company

By: ___________________________________
Name:_________________________________
Title:__________________________________

FRANCHISEE:

____

By: ___________________________________
Name:_________________________________
Title:__________________________________

EXHIBIT C

LIST OF FRANCHISED MAVEN MEALS BUSINESSES
AS OF DECEMBER 31, 2021

NONE.

EXHIBIT D

LIST OF FRANCHISEES WHO LEFT THE SYSTEM AS OF DECEMBER 31, 2021

NONE.

EXHIBIT E

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EXHIBIT F

FORM OF GENERAL RELEASE

[Current Form for Transfers and Renewals]

1. **<u>Release of Claims</u>**. Franchisee and its Owners and their respective assigns, heirs, representatives, agents, family members, and all other persons acting on their behalf or claiming under them (collectively referred to as the "Franchisee Related Parties") irrevocably and unconditionally release and forever discharge Franchisor, its predecessors, subsidiaries, affiliates and their respective owners, officers, directors, agents, independent contractors, servants, employees, representatives, attorneys, successors and assigns and all persons acting by, through, under or in concert with any of them (collectively "Releasees"), from all actions, causes of action, suits, debts, liens, contracts, agreements, obligations, promises, liabilities, claims, rights, demands, damages, controversies, losses, costs, and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, except for claims under the Maryland Franchise Registration and Disclosure Law ("Claim" or "Claims"), which they now have or claim to have or at any time heretofore have had or claimed to have against each or any of the Releasees, including, without limitation, any and all such Claims arising from, based upon or related to the Franchise Agreement, but excluding claims based on any representation that Franchisor made in the most recent Franchise Disclosure Document (including its exhibits and amendments) that Franchisor delivered to Franchisee or its representative in connection with the offer of the Franchise Agreement, subject to agreed-upon changes to the contract terms described in that Franchise Disclosure Document and reflected in the Franchise Agreement (including any riders or addenda signed at the same time as the Franchise Agreement).

   [For California franchisees, add: Each of the Franchisee Related Parties expressly waives and relinquishes all rights and benefits which either may now have or in the future have under and by virtue of California Civil Code Section 1542. The parties do so understanding the significance and consequence of such specific waiver. Section 1542 provides that "[a] general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." For the purpose of implementing a general release and discharge as described in Section 1. above, the parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims described in Section 1. above which the parties do not know or suspect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claims.]

2. **<u>Unknown Claims.</u>**

   (a) Franchisee acknowledges for itself and the Franchisee Related Parties that there is a risk that subsequent to the execution of this Agreement, it will discover, incur or suffer Claims which are unknown or unanticipated at the time this Agreement is executed, including, without limitation, unknown or unanticipated Claims which arose from, are based upon or are related to the Franchise Agreement or some part or aspect thereof, which if known by Franchisee on the date this Agreement is being executed may have materially affected its decision to execute this Agreement.

   (b) Franchisee acknowledges and agrees for itself and the Franchisee Related Parties that by reason of the release contained in Section 1 above, it is assuming the risk of such unknown and unanticipated Claims and agrees that its release of the Releasees contained in this Agreement applies thereto.

3. **Covenant Not to Sue**. Franchisee covenants and agrees for itself and for the Franchisee Related Parties not to bring or allow to be brought on behalf of itself or any Franchisee Related Party, any action, cause of action, suit or other proceeding of any kind, which has accrued or which may ever accrue, whether based in the Constitution, common law or statute, contract, tort, or in equity, for actual or punitive damages or other relief, against Franchisor and the Releasees arising out of, resulting from, or in any manner related to the matters referenced in Section 1.

4. **No Assignment of Claims**. Franchisee represents and warrants for itself and the Franchisee Related Parties that it has not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claims released under Section 1 of this Agreement and agrees to indemnify, defend and hold the Releasees harmless from and against any and all Claims, based on or arising out of any such assignment or transfer, or purported assignment or transfer, of any Claims, or any portion thereof or interest therein. Franchisee represents and warrants that since the date of the Franchise Agreement, there has been no assignment or transfer, and no purported assignment or transfer, to any person or entity of the Franchise, the Franchise Agreement, or any rights or interests therein or in the Franchisee.

5. **Full and Independent Knowledge**. Franchisee represents that it has been represented by an attorney in connection with the preparation and review of this Agreement, that it has specifically discussed with its attorney the meaning and effect of this Agreement and that it has carefully read and understands the scope and effect of each provision contained herein. Franchisee further represents that it does not rely and has not relied upon any representation or statement made by the Franchisor or, any of the Releasees or any of their representatives with regard to the subject matter, basis or effect of this Agreement.

6. **Compromise**. Franchisee agrees for itself and the Franchisee Related Parties that the releases contained herein are the result of a compromise and shall never at any time for any purpose be considered as an admission of liability or responsibility on the part of Franchisor or the Releasees regarding any matter.

7. **General Provisions.**

(a) **Entire Agreement**. This Agreement, when fully executed, supersedes all previous negotiations, representations, and discussions by the parties hereto concerning the subject matter hereof and integrates the whole of all of their agreements and understandings concerning the subject matter hereof. No oral representations or undertakings concerning the subject matter hereof shall operate to amend, supersede, or replace any of the terms or conditions set forth herein.

(b) **Authority**. By their signatures below, the parties hereto represent and warrant to each other that they have all necessary authority to enter into this Agreement. Each party hereto represents and warrants that the party is entering into this Agreement solely for the purposes and consideration set forth herein.

(c) **Counterpart Execution**. This Agreement may be executed in multiple counterparts, each of which shall be fully effective as an original.

(d) **Survival**. All covenants, representations, warranties, and agreements of the parties shall survive execution and delivery of this Agreement and shall continue until such time as all the obligations of the parties hereto shall have lapsed in accordance with their respective terms or shall have been discharged in full.

(e) **Further Assurance**. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Agreement.

(f) **Complete Defense**. Franchisee acknowledges that this Agreement shall be a complete defense to any claim released under the terms of Section 1 of this Agreement and hereby consents to the entry of a temporary or permanent injunction to end the assertion of any such claim.

(g) **Attorneys' Fees**. In the event that Franchisor institutes legal proceedings of any kind to enforce this Agreement, Franchisee agrees to pay all costs and expenses associated therewith, including, but not limited to, all attorneys' fees.

8. The General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date indicated below.

FRANCHISOR:

Maven Franchise Group, LLC,
a Washington limited liability company

By: ___________________________________
Name: ________________________________
Title: _________________________________
Date: _________________________________

FRANCHISEE:

____

By: ___________________________________
Name: ________________________________
Title: _________________________________
Date: _________________________________

OWNERS:

____

Date: _________________________________

____

Date: _________________________________

____

Date: _________________________________

[See Additional Note:

1. Add signature blocks for any additional parties identified pursuant to Section 1]

ATTACHMENT A

LIST OF ADMINISTRATORS

We intend to register this Disclosure Document as a "franchise" in some or all of the following states, in accordance with the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA

Department of Financial
Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
866-275-2677

CONNECTICUT

Cynthia Antanaitis
Assistant Director
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103-1800
(860) 240-8230

FLORIDA

Department of Agriculture and Consumer Services
The Mayo Building
407 Calhoun Street
Tallahassee, Florida 32399

HAWAII

Business Registration Division
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS

Chief, Franchise Bureau
Attorney General's Office
500 South Second Street
Springfield, Illinois 62706

INDIANA

Securities Commissioner
Indiana Securities Division
302 West Washington Street
Room E-111
Indianapolis, Indiana 46204

MARYLAND

Office of the Attorney General
Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Michigan Attorney General's Office
Consumer Protection Division
Attn.: Franchise Section
525 West Ottawa
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48933

MINNESOTA

Franchise Examiner
Minnesota Department of Commerce
85 7th Place East
Suite 280
Saint Paul, Minnesota 55101

NEBRASKA

Nebraska Department of
Banking and Finance
1526 K Street, Suite 300
Lincoln, Nebraska 68508

NEW YORK

Assistant Attorney General
New York Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005

NORTH DAKOTA

Franchise Examiner
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol – 5th Floor
Bismarck, North Dakota 58505-0510

OREGON

Department of Consumer and
Business Services
Division of Finance and
Corporate Securities
Labor and Industries Building
Salem, Oregon 97301

RHODE ISLAND

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

SOUTH DAKOTA

Franchise Administrator
Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, South Dakota 57501

TEXAS

Statutory Document Section
Secretary of State
P.O. Box 12887
Austin, Texas 78711

UTAH

Director
Department of Commerce
Division of Consumer Protection
160 East Three Hundred South
P.O. Box 45804
Salt Lake City, Utah 84111

VIRGINIA

State Corporation Commission
Division of Securities
and Retail Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219

WASHINGTON

Administrator
Department of Financial Institutions
Securities Division
150 Israel Rd. S.W.
Tumwater, Washington 98501

WISCONSIN

Franchise Administrator
Division of Securities
Department of Financial Institutions
201 W Washington Avenue, Suite 300
Madison, Wisconsin 53703

ATTACHMENT B

AGENTS FOR SERVICE OF PROCESS

We intend to register this Disclosure Document as a "franchise" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

CALIFORNIA

Commissioner of Department of
Financial Protection and Innovation
Department of Financial
Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344

CONNECTICUT

Banking Commissioner of State of Connecticut
Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103-1800
(860) 240-8230

HAWAII

Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

INDIANA

Secretary of State
201 State House
200 West Washington
Indianapolis, Indiana 46204

MARYLAND

Maryland Securities Commissioner
Maryland Division of Securities
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Michigan Department of Commerce
Corporations and Securities Bureau
G. Mennen Williams Building, 1st Floor
525 West Ottawa
Lansing, Michigan 48933

MINNESOTA

Commissioner of Commerce
85 7th Place East
Suite 280
Saint Paul, Minnesota 55101

NEW YORK

Secretary of State of the State of New York
99 Washington Avenue
Albany, New York 12231

NORTH CAROLINA

Secretary of State of North Carolina
2 South Salisbury Street
Raleigh, North Carolina 27601

NORTH DAKOTA

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue
State Capitol - 5th Floor
Bismarck, North Dakota 58505-0510

OREGON

Director
Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310

RHODE ISLAND

Director
Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex - Building 69-1
Cranston, Rhode Island 02920

SOUTH DAKOTA

Director
Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 S Euclid, Suite 104
Pierre, South Dakota 57501

VIRGINIA

Clerk of the State
Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

WASHINGTON

Director of Financial Institutions
Securities Division
150 Israel Rd. S.W.
Tumwater, Washington 98501

WISCONSIN

Commissioner of Securities
Wisconsin Securities Commission
201 W Washington Avenue, Suite 300
Madison, Wisconsin 53703

ATTACHMENT C

STATE-SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT

ADDENDUM TO MAVEN FRANCHISE GROUP, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF CALIFORNIA

1. The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORP. CODE Section 31000 *et seq*., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq*. To the extent that the disclosure document or Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

A. Item 3 of the Disclosure Document is supplemented by the following language: Neither we nor any person or identified in Item 2 of the Franchise Disclosure Document 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.

B. Item 5 of the Disclosure Document is supplemented by the following language: Based on our audited financial statements, as a condition to becoming registered to offer and sell franchises in the state of California, the California Department of Financial Protection and Innovation has required financial assurances. We will defer your obligation to pay the initial franchise fee until you are open for business and we have completed our pre-opening obligations. Therefore, during the period that such fee deferral requirement is in effect ("Fee Deferral Period"), you will not be required to pay the initial franchise fee until we have completed our pre-opening obligations to the franchisee and the franchise is open for business. Immediately upon notice from us that the Fee Deferral Period has ended, you must pay the full initial franchise fee as contemplated by Item 5 of the disclosure document.

C. Item 17 of the Franchise Disclosure Document is supplemented by the following language:

a. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

b. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

c. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

d. The franchise agreement requires application of the laws of Washington. This provision may not be enforceable under California law.

D. Item 19 of the Franchise Disclosure Document is supplemented by the following language:

> The Financial Performance representation does not reflect all of 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 Maven Meals Business. Franchisees or former franchisees, listed in the disclosure document, may be one source of this information.

3. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

4. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH A COPY OF THE DISCLOSURE DOCUMENT.

5. You must sign a general release 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).

6. Corporations Code 31512 provides that: “Any conditions, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of this law or any rule or order hereunder is void.” The franchise agreement requires a shortened status of limitations period. Pursuant to Corporations Code Section 31512, this provision is void, to the extent that it is inconsistent with the provisions of Corporations Code Sections 31303 and 31304. The franchise agreement requires you to waive your right to punitive or exemplary damages against the franchisor or any of its representatives, limiting your recovery to actual damages. Under Corporations Code section 31512, this provision is void

7. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

8. **The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**

Each provision of this addendum is effective only to the extent that the jurisdictional requirements of the laws described above, with respect to each provision of the law, are met independent of this addendum. This addendum will have no force or effect if such jurisdictional requirements are not met.

ADDENDUM TO MAVEN FRANCHISE GROUP, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF WASHINGTON

Item 5 of the Disclosure Document is supplemented by the following language:

Based on our audited financial statements, as a condition to becoming registered to offer and sell franchises in the state of Washington, the Washington Division of Securities has required financial assurances. We will defer your obligation to pay the initial franchise fee until you are open for business and we have completed our pre-opening obligations. Therefore, during the period that such fee deferral requirement is in effect ("Fee Deferral Period"), you will not be required to pay the initial franchise fee until we have completed our pre-opening obligations to the franchisee and the franchise is open for business. Immediately upon notice from us that the Fee Deferral Period has ended, you must pay the full initial franchise fee as contemplated by Item 5 of the disclosure document.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 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.

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.

Each provision of this addendum is effective only to the extent that the jurisdictional requirements of the laws described above, with respect to each provision of the law, are met independent of this addendum. This addendum will have no force or effect if such jurisdictional requirements are not met.

ATTACHMENT D

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	[Pending]
Washington	[Pending]

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.

ITEM 23
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 Maven Franchise Group, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Applicable state laws in (a) Connecticut and Michigan require us to provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, (b) New York requires us to provide you the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, and (c) Iowa and Maine require us to provide you the disclosure document at the earlier of the first personal meeting or 14 days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Maven Franchise Group, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and any applicable state agency (as listed in Attachment A to this disclosure document).

The name, principal business address, and telephone number of the franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Heidi Finley	2351 S 200th St. SeaTac, Washington 98198	(206) 295-8454

Issuance Date: April 1, 2022

I received a disclosure document dated April 1, 2022. (See the state effective date summary page for state effective dates.) The disclosure document included the following Exhibits and Attachments:

Exhibit A	Financial Statements
Exhibit B	Franchise Agreement, including attachments and state-specific addenda
Exhibit C	List of Franchised Restaurants
Exhibit D	Franchisees Who Left the System
Exhibit E	Manual Table of Contents
Attachment A	List of State Administrators
Attachment B	Agents for Service of Process
Attachment C	State-Specific Addenda to Franchise Disclosure Document
Attachment D	State Effective Dates

Dated:_______________________

____
Individually and as an Officer

____
Printed Name

of____

(a____Corporation)

(a____Partnership)

(a____Limited Liability Company)

[Keep this page for your records.]

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Dated:________________________

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Individually and as an Officer

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Printed Name

of____
(a________________________________Corporation)
(a________________________________Partnership)
(a________________________________Limited Liability Company)

[Sign and return this page to us.]