FRANCHISE DISCLOSURE DOCUMENT

ODD BURGER FRANCHISE (US) INC.
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An Odd Burger area representative franchisee (the “Area Representative”) will assist with the solicitation of prospective unit franchisees, and with the development and operation of franchised Odd Burger™ restaurants within a defined geographic area (the “AR Franchise”)

The total investment necessary to begin operation as an Odd Burger Area Representative business is from $69,600 to $355,300, including between $35,000 and $250,000 that must be paid to the franchisor or its affiliate. However, this is not a maximum; we determine the initial Area Representative Fee based on a variety of factors, including (but not limited to) the size and demographic of the territory, the development quota, and the number of existing (or under development) unit franchises in the territory.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Sherrie Abrantes at 505 Consortium Court, London, ON N6E 2S8, 1-800-286-2145, franchise@oddburger.com.

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 on franchising.

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

Issuance date: August 2, 2023

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.
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 C 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 Odd Burger AR Franchise business in my area?	Item 12 and the "territory" provisions in the area representative 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 an Odd Burger Restaurant Area Representative?	Item 20 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*

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

<u>Business model can change</u>. 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.

<u>Supplier restrictions</u>. 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.

<u>Operating restrictions</u>. 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.

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

<u>Renewal</u>. 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.

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

Some States Require Registration

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

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 area representative agreement requires you to resolve disputes with the franchisor by arbitration in Dover, Delaware. Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate with the franchisor in Dover, Delaware than in your own state.
2. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.
3. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

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

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State Addenda to Disclosure Document

Exhibits

A Area Representative Agreement and Related Materials

Schedules to Area Representative Agreement:

Schedule 1 – Key Contact Data

Schedule 2 – Personal Guarantee and Postponement

Schedule 3 – Confidentiality/Non-Compete Agreement

Schedule 4 – General Release

Schedule 5 – Certificate of Franchise Owner

Schedule 6 – Certified Copy of Resolutions

Schedule 7 – Irrevocable Power of Attorney

Schedule 8 – Acknowledgment Addendum

Schedule 9 – Odd Stock Investment Addendum

Schedule 10 – State Addenda to Area Representative Agreement

B Form Subscription Agreement

C Financial Statements

D State Administrators

E Agents For Service of Process

F State Effective Date Page

G Receipt

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

To simplify the language in this disclosure document, “we” or “us” means Odd Burger Franchise (US) Inc., the franchisor. “You” means the individual, corporation or partnership who buys the Odd Burger area representative franchise (the “AR Franchise”). If you will operate through a corporation, limited liability company, partnership or other business entity, “you” also includes the entity’s owners or partners. Our agents for service of process in the states whose franchise laws require us to name a state agency as agent for service are shown on Exhibit E.

We are a Delaware corporation organized on April 7, 2022. We have no predecessors. We conduct business under the name “Odd Burger”. Our principal business address is 505 Consortium Court, London, ON N6E 2S8, and our telephone number is 1-800-286-2145. We have been offering Odd Burger unit franchises since September, 2022, area representative franchises since November, 2022, and area development franchises since June 19, 2023. We have not conducted business in or offered franchises for any other line of business.

Our ultimate parent company, Odd Burger Corporation, is a British Columbia corporation with its principal address located at 505 Consortium Court, London, ON N6E 2S8. As of the Issuance Date of this Disclosure Document, Odd Burger Corporation is listed on the on the TSX Venture Exchange and on the OTCQB. Odd Burger Corporation acquired pursuant to an amended and restated amalgamation agreement, which constituted a Company’s Qualifying Transaction, as such term is defined under Policy 2.4 of the Corporate Finance Manual of the TSX Venture Exchange. Publicly filed information regarding this transaction is available online at www.sedar.com.

Our affiliate, Odd Burger Franchise Inc. f/k/a Globally Local Franchising Inc. (“OBF Canada”), is an Ontario corporation with its principal business address located at 505 Consortium Court, London, ON N6E 2S8. OBF Canada was incorporated in May, 31, 2019, as Globally Local Franchising Inc. but changed its name to Odd Burger Franchise Inc. on June 30, 2021. OBF Canada began offering and selling unit franchises in Canada of the type offered under this disclosure document since May, 2019 and AR Franchises in Canada since 2022. As of the Issuance Date of this Disclosure Document, there are three franchised Odd Burger™ restaurants in operation in Canada. OBF Canada has not conducted business in or offered franchises for any other line of business.

James McInnes and Vasiliki McInnes began operating a vegan fast-food restaurant in December, 2016, initially under the “Globally Local” name. Since that time, James McInnes and Vasiliki McInnes have continuously operated (directly or indirectly) one or more vegan fast-food restaurants under the “Globally Local” name. Any such locations are now considered corporate locations have been rebranded under the Odd Burger™ brand.

Our affiliate, Preposterous Foods Inc. (“Preposterous Foods”), is a supplier of certain goods, services and/or ingredients (such as imitation hamburgers, chicken products, bacon, cheese sauces, etc.) used in the operation of Odd Burger™ restaurants (collectively, the “Proprietary Products”). Preposterous Foods was formed under the name Globally Local Food Services Inc., as a subsidiary of the OBF Canada’s parent on February 26, 2018 as Globally Local Franchise Corp., with the intention of using this entity to offer Odd Burger™ franchises and to supply Odd Burger™ restaurants with goods, services and/or ingredients. This entity was renamed on June 4, 2019, after determining that the offer of franchises and the supply of goods, services and/or ingredients should be separated for a variety of reasons.

Our affiliate, Globally Local Real Estate Inc., is a real estate holding company that holds leases for the premises from which Odd Burger™ corporate restaurants in Canada are operated. Globally Local Real Estate also holds the head lease for certain franchised Odd Burger™ restaurants in Canada, and such premises are subleased to the franchisee that owns and operates the restaurant; however, in most cases franchisees will hold leases directly. Globally Local Real Estate Inc. was formed as a subsidiary of OBF Canada’s parent on November 9, 2020.

Our affiliate, Odd Burger Restaurants Inc. (f/k/a 2794441 Ontario Inc. d/b/a/ Globally Local Fast Food), is a wholly-owned subsidiary of Odd Burger Ltd. formed on November 23, 2020. Odd Burger Restaurants Inc. currently has 6 company-owned Odd Burger™ restaurants in operation in Canada.

We, our parent and affiliates have developed a proprietary system (the "System") for opening and operating businesses that operate restaurants specializing in the sale (on-premises and by take-out, delivery and catering services) of fast-food-style prepared vegan dishes and menu items (each, an "Odd Burger™ Restaurant"). The System makes use of the trademark, service mark and fictitious business name "Odd Burger" and certain other trademarks, service marks, trade names, related emblems, designs, labels, trade dress, signs and symbols, copyrighted materials and other intellectual property (collectively, the "Marks").

Under a separate Disclosure Document, we offer the right to enter into a unit franchise agreement (a "Franchise Agreement") to acquire a unit franchise (each, a "Unit Franchise" and franchisees who operate Unit Franchises are each, a "Unit Franchisee") for the right to operate an Odd Burger™ Restaurant (the "Unit Franchised Business") and offer the right to acquire development rights (each, a "Development Rights") and enter into an area development agreement (the "Area Development Agreement") under which developers (each, an "Area Developer") obtain the right and undertake the obligation to develop multiple Unit Franchises within a defined geographic area and pursuant to a specified development schedule. Any obligations you have with respect to Unit Franchisees in your AR Territory also apply to area developers in your AR Territory.

In this Disclosure Document, we offer only the right to acquire an AR Franchise within a defined territory (the "AR Territory"). As an Area Representative, you will be responsible for assisting us with administering the System within the AR Territory, including assistance with locating prospective Unit Franchisees and Area Developers, soliciting prospective Unit Franchisees and Area Developers, developing (or overseeing the development of) franchised Odd Burger™ Restaurants, providing services related to the development, construction, renovation, equipping and furnishing of the Odd Burger™ Restaurants, training Unit Franchisees, providing opening assistance to Unit Franchisees, providing support and other services for Unit Franchisees, providing ongoing monitoring and oversight of franchised Odd Burger™ Restaurants, including marketing guidance, telephone assistance and on-site inspections (see the Area Representative Agreement in Exhibit A). You will also be responsible for enforcing our standards and requirements for Unit Franchisees and Area Developers in the AR Territory. Pursuant to Section 7.4 of the Area Representative Agreement, you must solicit new Unit Franchisees in the AR Territory and service the Unit Franchises in the AR Territory in accordance with the development quota stated in Schedule 1 to the Area Representative Agreement (the "Development Quota"). The Development Quota consists of arranging for the award of a minimum number of Unit Franchises during each year of the term, having a minimum cumulative number of Unit Franchises open at the end of each ear of the term, and having the Unit Franchises in the AR Territory achieve a target percentage of annual Gross Sales during each year of the term. The Development Quota will be negotiated and mutually agreed upon between the Area Representative and the Franchisor prior to signing the Area Representative Agreement, and will vary based on the size of the AR Territory and the anticipated growth such AR Territory can accommodate. Your name, address, phone number and your principal positions and employers during the past five years, including each position's starting date, ending date and location, will be disclosed in this Disclosure Document and the Unit Franchise Disclosure Document. This is not a sub-franchise and you do not sell or negotiate the sale of franchise rights. We enter into all Franchise Agreements and Area Development Agreements, and you are not a party to any Franchise Agreements or Development Agreements. You may not offer a Unit Franchise or Development Right for sale in a registration state until we have an effective registration or applicable exemption in that state. As of the issuance date of this Disclosure Document, we do not have any AR franchises, Unit Franchisees or Area Developers.

We retain the right, in our sole discretion, to choose to award or not to award a Unit Franchise or Development Right to any prospective Unit Franchisee or Area Developer, and to cease discussions regarding the awarding of a Unit Franchise Development Right at any time, regardless of the stage of the t Franchise or Development Right award process or the time and money spent by you or any other prospective Unit Franchisee or Area Developer.

You must, at all times, comply with all applicable laws, rules and orders of any government authority concerning the outbreak and your response. We reserve the right to make any adjustments to our services as we may determine necessary, in our sole judgement, from time to time in order to protect health and safety. These adjustments may include, by way of example but without limitation, suspending in-person gatherings such as training, meetings and conferences; instead, such events may be conducted virtually.

The market for vegan restaurants is highly competitive and consists of consumers, including families, students and business persons, seeking high quality fast casual or quick service vegan food. The market is developing. Unit Franchisees will compete with national, regional and local restaurants including company-owned and franchised chains, ghost kitchens, cloud kitchens and delivery only businesses, as well as independently owned restaurants. Unit Franchisees may also compete with other Odd Burger™ Restaurants owned by us, our affiliates or other franchisees. Some competitors may be larger and have better financial resources. In procuring Unit Franchisees, you will compete with other franchised systems. Some competitors may have better name recognition than Odd Burger™. Some may be privately held or publicly held entities. We do not believe that the vegan fast-food-style restaurant market is seasonal. The ability of each Unit Franchisee to compete depends on its location, hours of operation, ingress and egress, signage, parking, service, employee attitudes, overhead, changing local market and economic conditions, currency fluctuations (for food ingredients sourced outside of Canada), weather or economic conditions, demographic trends and many other factors both within and outside your and our control.

The Area Representative Agreement, attached to this Disclosure Document as Exhibit A, places the responsibility for complying with all applicable laws and regulations upon you, the Area Representative. You should research these requirements before you invest in an AR Franchise. You must comply with state and federal franchise sales and disclosure laws including, if required by us, the delivery of a Unit Franchise Disclosure Document in the manner and time frame required by federal franchise law and any state franchise laws applicable to the AR Franchise. You must also comply with all general laws which apply to your duties to help locate prospective Unit Franchisees and provide site selection and on-going support services to Unit Franchisees in your AR Territory.

Unit Franchisees in your AR Territory must comply with government and state regulations regarding industry-specific health and other regulations that apply to restaurants and restaurant businesses. Unit Franchisees must comply with all local, state and federal laws and regulations applicable to the operation of an Odd Burger™ Restaurant, including health, sanitation, food and beverage handling, food adulteration, food preparation, waste disposal, smoking restrictions and advertising and point-of-sale disclosures (such as statements concerning the nutritional and dietary characteristics of the food served at the Odd Burger™ Restaurant). There are other laws and regulations applicable to businesses generally (such as the Americans with Disabilities Act) with which Unit Franchisees must comply. You should consult with your attorney concerning all laws and regulations that may affect Odd Burger™ Restaurants. The regulations identified above and other regulations may establish certain standards, specifications, and requirements that must be followed by your Unit Franchisees. You should investigate whether there are any regulations and requirements that may apply in the geographic area in which you are interested in locating your AR Territory and you should consider both their effect and the cost of compliance. You may also be required to register your business location with a state agency.

ITEM 2: BUSINESS EXPERIENCE

<u>James McInnes, President</u>

James has been our President since our formation in April, 2022. James has also served as the Chief Executive Officer of OBF Canada since its formation in May 31, 2019, the President and CEO of Odd Burger Ltd. (formerly 2204901 Ontario Inc.) since January 2014, and the President and CEO of Odd Burger Corporation since April, 2021. At all times during his employment, James has been based in Ontario, Canada.

<u>Vasiliki (Lia) McInnes, Treasurer</u>

Vasiliki (Lia) has been our Treasurer since our formation in April, 2022. Vasiliki (Lia) has also served as the Chief Operating Officer of OBF Canada since its formation in May 31, 2019, as Chief Operating Officer of

Odd Burger Ltd. (formerly 2204901 Ontario Inc.) since January, 2014, and Director and the COO of Odd Burger Corporation since April, 2021. At all times during her employment, Vasiliki (Lia) has been based in Ontario, Canada.

Trevor Wong-Chor, Secretary

Trevor has been our Secretary since our formation in April, 2022. Trevor is a Partner at DLA Piper (Canada) LLP and serves as our corporate solicitor as well as the corporate solicitor for Odd Burger Corporation. Trevor was called to the bar in the province of Alberta, Canada in 1998 and has practiced law based in Calgary, Alberta since that time, principally for DLA Piper (Canada) LLP. Trevor is not involved in our day-to-day operations, including the sale of franchises and our franchise operations.

Ted Sehl, Chief Financial Officer of Odd Burger Corporation

Ted has been the Chief Financial Officer of Odd Burger Corporation since June 1, 2021 and a director of Odd Burger Corporation since April, 2021. In that capacity, Ted also has management responsibilities in relation to OBF Canada and certain of its affiliates. Between 2008 and present, Ted has been self employed as a consultant. At all times during his employment, Ted has been based in Ontario, Canada.

ITEM 3: LITIGATION

There is no litigation that must be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

Area Representative Fee You Must Pay

You must pay us an initial area representative fee (the “Area Representative Fee”) in connection with the grant of an AR Franchise that will vary depending on the population size of the AR Territory, but will generally be determined based on a formula equal to $10,000 for each 1,000,000 people residing in the AR Territory, up to a maximum Area Representative Fee of $250,000. However, we will also consider a variety of factors, including (but not limited to) the demographic of the AR Territory, the Development Quota, and the number of existing (or under development) Unit Franchises in the AR Territory. The Area Representative Fee will be determined by us prior to execution of the Area Representative Agreement. The Area Representative Fee is not refundable and is fully earned when paid.

Initial Fees Paid by Unit Franchisees and Area Developers

Unit Franchisees are currently required to pay us an initial franchise fee equal to $35,000 (“Franchise Fee”), which is due to us from the Unit Franchisee in one lump sum when the Unit Franchisee signs the Franchise Agreement, unless the Unit Franchisee participates in the Odd Stock Program (disclosed below) or the Unit Franchisee is an Area Developer and signs an Area Development Agreement with us (in which case the fees are as described below).

We will not refund any portion of the Franchise Fee except if the Unit Franchisee and we cannot agree upon a Location within 90 days following the date we sign the Franchise Agreement. In this circumstance, we will refund the Unit Franchisee $27,500 (i.e., the full Franchise Fee, minus $7,500, being our reasonable costs of reviewing the Unit Franchisee’s application, preparing and entering into the Franchise Agreement and attempting to select a suitable and mutually agreeable location for the Unit Franchised Business). In order to receive this refund, the Unit Franchisee must sign our then-current form of general release. Except as described above, the Franchise Fee is not refundable and is fully earned when paid.

In addition, we reserve the right to require Unit Franchisees to utilize the development and management services of us, our affiliates, you or our designee related to the development, construction, renovation, equipping and furnishing of the Odd Burger Restaurant™ (the "Development Services"). Unit Franchisees will remain responsible for all of the costs associated with the construction and development of the Odd Burger™ Restaurant, but will also pay us a fee equal to 10% of the total cost of the development of the Odd Burger™ Restaurant. We may retain the services of our area representatives, suppliers, contractors and subcontractors at our sole discretion in connection with providing the Development Services, and we may require you to provide these services under your Area Representative Agreement. Unit Franchisees will pay us the Development Services Fee according to the following payment schedule: (i) 50% on the date of commencement of construction; (ii) 25% upon completion of one-half of construction (as we determine); and (iii) the balance upon substantial completion of construction (as we determine). In addition, we reserve the right to require Unit Franchisees to sign our then-current form of Development Services Agreement in connection with such Development Services. Any such Development Services fees paid by Unit Franchisees will be fully earned when paid and not refundable for any reason.

Area Developers are currently required to pay us an development fee (the "Development Fee") that is calculated based on the total number of Odd Burger™ Restaurants they commit to develop under the Area Development Agreement. The Development Fee will be equal to 100% of the Franchise Fee for the first Odd Burger™ Restaurant to be developed, plus 50% of the Franchise Fee for each additional Odd Burger™ Restaurant to be developed, with the balance of the Franchise Fee for each Odd Burger™ Restaurant due to Franchisor in one lump upon the execution of the Franchise Agreement for such Odd Burger™ Restaurant.

The Franchise Fee for each Odd Burger™ Restaurant will vary depending on the number of Odd Burger™ Restaurants that the Area Developer commits to develop under the Area Development Agreement, in accordance with the following schedule:

Number of Odd Burger™ Restaurants Committed to be Developed Hereunder	**Franchise Fee for each Odd Burger™ Restaurant**
1 to 9 Odd Burger™ Restaurants	$30,000 per Odd Burger™ Restaurant
10 to 14 Odd Burger™ Restaurants	$25,000 per Odd Burger™ Restaurant
15 or more Odd Burger™ Restaurants	$20,000 per Odd Burger™ Restaurant

By way of example only, if the Area Developer commits to develop five Odd Burger™ Restaurants under the Area Development Agreement, the Development Fee due to us will be $90,000 (i.e., $30,000 + [$15,000 x 4]), and the Area Developer will be required to pay the balance of the Franchise Fee (i.e., $15,000) when each subsequent Franchise Agreement is signed. By way of contrary example only, if Area Developer commits to develop 50 Odd Burger™ Restaurants under the Area Development Agreement, the Development Fee due to us will be $510,000 (i.e., $20,000 + [$10,000 x 49]), and the Area Developer will be required to pay the balance of the Franchise Fee (i.e., $15,000) when each subsequent Franchise Agreement is signed.

<u>Fee Splits / Initial Fees Paid to You</u>

In consideration of your performance of responsibilities and obligations under the Area Representative Agreement, once received by us, we will pay you 50% of the Franchise Fee and 50% of the Development Fee paid by any Unit Franchisee (including you or any of your affiliates) directly to us (and actually collected by us) during the term of the Area Representative Agreement, less 50% of the legal fees and costs we incur in preparing the related Franchise Agreement and ancillary documents, and less 50% of any referral or similar fees we incur related to such Franchise Agreement. If any Franchise Agreement is terminated prior to the Unit Franchisee's Unit Franchised Business opening for business, then then you must repay us the amount you received in connection with the Franchise Fee for such Franchise Agreement. In addition, if any or Area Development Agreement is terminated prior to the Area Developer's first Unit Franchised Business opening for business, then then you must repay us the amount you received in connection with the Development Fee for such Area Development Agreement. You will not be entitled to any fee split or any other portion of the Odd Stock Investment or of any Franchise Fees or Development Fees invested through the Odd Stock Program, even if those Unit Franchisees and Area Developers operate in your AR Territory. You will only be entitled to the amounts actually paid directly to us in cash. More information regarding the Initial Fee split is included in Section 6.1(a) of the Area Representative Agreement.

Odd Stock Incentive Program

We offer qualified applicants the opportunity to participate in our Odd Stock Incentive Program (the "Odd Stock Program"). Under this Odd Stock Program, subject to its terms and conditions, qualified Unit Franchisees have the opportunity to invest up to 50% of the Franchise Fee (i.e., $17,500) in Common Shares of our parent company, Odd Burger Corporation (the "Odd Stock Investment"), with the remaining portion of the Franchise Fee due immediately upon execution of the Franchise Agreement. The Odd Stock Investment may be made through an offering to purchase shares from one of Odd Burger Corporation's then-current offerings from treasury (if such an offering is available), subject to the consent of the Franchisor and Odd Burger Corporation, and further subject to the eligible Unit Franchisee's execution of the then-current form of Subscription Agreement (the current form of which is attached as Exhibit B to this Disclosure Document) or through the public stock market.

If the Unit Franchisee participates in the Odd Stock Program, a portion of the Franchise Fee equal to the amount of its Odd Stock Investment (but in no event more than 50% of the Franchise Fee) will be waived, if: (i) the Unit Franchisee furnishes us with satisfactory evidence that the Unit Franchisee or one of its majority owners with whom this Disclosure Document was furnished (the "Investor") has made the requisite Odd Stock Investment within thirty (30) days from the Effective Date of the Franchise Agreement and (ii) the Investor holds the Odd Stock Investment for at least twelve (12) months from the date of acquisition of the Odd Stock Investment. If the terms of the Odd Stock Program are complied with, a portion of the Franchise Fee equal to the amount of the Unit Franchisee's Odd Stock Investment (but in no event more than 50% of the Franchise Fee) will be waived. If the Odd Stock Investment is not made within thirty (30) days from the Effective Date of the Franchise Agreement or if the Odd Stock Investment is sold within twelve (12) months from the date of acquisition of the Odd Stock Investment (each, a "Triggering Event"), no portion of the Franchise Fee will be waived and the Unit Franchisee will be required to pay Franchisor the unpaid portion of the Franchise Fee in one lump sum, within ten (10) days of the Triggering Event. If the full Franchise Fee is not paid within ten (10) days of the Triggering Event, we will have the right to terminate the Franchise Agreement, effective immediately.

In addition, qualified Area Developers will have the opportunity to make an Odd Stock Investment in an amount equal to up to 50% of the Development Fee, with the remaining portion of the Development Fee due immediately upon execution of the Area Development Agreement, subject to all of the same terms and conditions set forth above, except that references to the Franchise Fee and Franchise Agreement shall be replaced with references to the Development Fee and Area Development Agreement.

In addition, qualified area representatives will have the opportunity to make an Odd Stock Investment in an amount equal to up to 50% of the Area Representative Fee, with the remaining portion of the Area Representative Fee due immediately upon execution of the Area Representative Agreement, subject to all of the same terms and conditions set forth above, except that references to the Franchise Fee and Franchise Agreement shall be replaced with references to the Area Representative Fee and Area Representative Agreement.

Except with respect to the partial Franchise Fee, Development Fee and/or Area Representative Fee waiver discussed above, Unit Franchisees, Area Developers and area representatives who participate in the Odd Stock Program will not be treated differently than Unit Franchisees, Area Developers and area representatives who do not. In order to participate in the Odd Stock Program, you must request the right to participate before signing the Area Representative Agreement. We reserve the right to deny your request for any or no reason. In addition, we may, in our sole discretion, modify or discontinue the Odd Stock Program at any time. In no event will you or the Investor be entitled to a refund of the Odd Stock Investment for any reason.

Other Payments

You pay us or our affiliates no other fees or payments for services or goods before your AR Franchised Business opens.

ITEM 6: OTHER FEES

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Fee Splits	50% of Royalty Fees, Initial Fees, Transfer Fees and Renewal Fees received and collected by Unit Franchisees and Area Developers. See Note 1.	Payable on the 25th of next month	See Note 1.
Renewal Fee	50% of our then-current Area Representative Fee	Before we sign a renewal agreement	This Renewal Fee is in addition to reimbursement of our costs.
Franchisor Renewal Costs	Up to $2,500. See Column 4.	Upon demand	In addition to paying the Renewal Fee, you will be required to reimburse us for all of our reasonable costs (including legal costs) for the administration of the renewal and the preparation, execution and filing of all documentation required in connection with the renewal. Such costs will be capped at $2,500.
Transfer Fee	$2,000 - $5,000, plus costs. See Note 2 and 6 and Column 4.	Prior to approval.	In addition to the transfer fee, you must reimburse us for all legal fees and other direct costs we incur in processing and effecting such transfer and all applicable taxes, which amounts will be non-refundable.
Initial Unit Franchisee Training Conducted by Franchisor	If applicable, $7,500 for each Unit Franchisee Initial Training Program that we provide.	See Column 4	If you are not able to provide the Initial Training Program to a Unit Franchisee (whether because you have not been certified or otherwise), we will retain $7,500 of the Franchise Fee Split otherwise payable to you
Collection of Franchisee Payments	Reimbursement of One-Third (1/3rd) of our costs and expenses. See Column 4.	Within 10 days after our written request or invoice	You must reimburse us for one third (1/3) of all costs and expenses (including reasonable attorneys' fees) we incur in connection with the collection of delinquent payments (including Royalties) from Unit Franchisees.
Failure to Perform	Reimbursement of our costs and expenses. See Column 4.	Upon demand	If we perform any of your obligations, you must reimburse us for any and all costs and expenses we incur in connection therewith, including a per diem charge, at our then-current rates, for the time spent by us and our representatives in connection with travel and performance.

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Communications Equipment	Currently, none. In the future, our then-current fees. See Column 4.	As required	You must purchase and maintain all communications hardware, software, Internet and other services we specify.
Initial Training	All living and transportation expenses of all trainees. The amounts are unknown and may vary depending upon factors such as the third-party supplier selected and your distance from training. Additional and subsequent trainee charge: $2,500 per person.	Expenses as incurred; fee for replacement trainees due before beginning of training.	The Initial Training Program will be provided to you (if you are an individual) or Operating Principal and up to one additional attendee at no additional cost.
On-Going Training	Our then-current training fees, as we determine in our sole discretion, plus all living, lodging and transportation expenses of the trainees.	As incurred.	We may from time to time develop additional training programs which you (if an individual), your Operating Principal and/or certain personnel we designate must attend and successfully complete. We may also hold an annual conference, convention or training session which you or your Operating Principal must attend.
Insurance	Varies.	As insurance carrier requires.	Insurance company sets the premiums and you pay the insurance company, except that if you fail to pay premiums for required insurance, we may pay premiums and charge you for them, together with an administrative fee. Premiums may vary depending upon factors such as the insurance company selected and your claims experience. See Note 3.
Taxes	See Column 4.	Promptly when due	You must pay us all taxes we pay except for our corporate income taxes due to goods or services we furnish to you.
Advances	Actual amounts advanced.	When we request	You must pay us all amounts we advance to third parties for you.

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Late Payment and Not Sufficient Funds Charges	$100, plus the lesser of 21% per annum or the maximum amount law allows.	When we request	You must pay us an administrative fee of $100 for each and every overdue payment, and for each and every payment that your bank refuses to honour for any reason You must also pay interest on any past due amounts to us. We will not increase charge beyond amount in column 2 during term of Area Representative Agreement.
Attorneys' and Experts' Fees, Court Costs	The amount of these fees and costs are unknown and may vary depending upon factors such as the attorneys and experts selected and the court costs.		See Note 4.
Indemnification of Us	Varies. The losses and expenses incurred by us.		You indemnify us from certain losses and expenses. See Note 6.

Notes

Unless otherwise stated, all fees on the table above are nonrefundable and the fee or its formula is uniformly imposed.

[1] In consideration of your performance of your responsibilities and obligations under the Area Representative Agreement, we shall pay you:

- Initial Fee Split. 50% of the Franchise Fee and/or Development Fee, as applicable, paid by any Unit Franchisee and/or Area Developer (including you and/or your affiliates) within the AR Territory to us (and actually received and collected by us), during the term of the Area Representative Agreement, less 50% of the legal fees and costs we incur in preparing the related Franchise Agreement, Area Development Agreement and ancillary documents, and less 50% of any referral or similar fees we incur related to such Franchise Agreement and Area Development Agreement. We have the sole and exclusive right to approve all Unit Franchisees and Area Developers. We shall pay such amount to you on or before the 25th day of the month after the Franchise Agreement and/or Development Agreement, as applicable, is signed and all other documentation and materials we require in our sole discretion, are received by us, and any and all required payments to us are made in full. However, if any Franchise Agreement is terminated prior to the Unit Franchisee's Unit Franchised Business opening for business, then you will repay us the amount received by you in connection with the Franchise Fee for such Franchise Agreement. In addition, if any or Area Development Agreement is terminated prior to the Area Developer's first Unit Franchised Business opening for business, then then you must repay us the amount you received in connection with the Development Fee for such Area Development Agreement.

- Royalty Fee Split. 50% of all royalties paid by any Unit Franchisee (including you and/or your affiliates) within the AR Territory to us (and actually received and collected by us) during the term of the Area Representative Agreement. We shall pay such amount to you on or before the 25th day after the end of the Statement Period (as defined in the Area Representative Agreement) in which we received those Royalties from such Unit Franchisees. There is no royalty fee due under the Area Development Agreement.

- Transfer Fee Split. 50% of all transfer fees paid by any Unit Franchisee and/or Area Developer (including you and/or your affiliates) within the AR Territory to us (and actually received and collected by us), during the term of the Area Representative Agreement, less 50% of the legal fees and costs we incur in preparing the related transfer agreement and ancillary documents. We shall pay such amount to you on or before the 25th day of the month after the date on which we received those transfer fees from such Unit Franchisees or Area Developers.

- Renewal Fee Split. 50% of all renewal fees paid by any Unit Franchisee (including you and/or your affiliates) within the AR Territory to us (and actually received and collected by us), during the term of the Area Representative Agreement, less 50% of the legal fees and costs we incur in preparing the related renewal agreement and ancillary documents. We shall pay such amount to you on or before the 25th day of the month after the date on which we received those renewal fees from Unit Franchisees. There is no right to renew the Area Development Agreement.

- Odd Stock Program. All fee splits described above are based on amounts actually paid to us in cash. For the avoidance of doubt, you will not be entitled to any fee split or any other portion of the Odd Stock Investment or of any Franchise Fees or Development Fees invested through the Odd Stock Program, even if those Unit Franchisees and Area Developers operate in your AR Territory.

[2] Upon receipt of a valid arm's length offer to purchase, you must pay us a $2,000 processing fee for considering the request and all related information. The processing fee will be credited against the full transfer fee, if the request is approved. The full transfer fee is $5,000, and includes the training and processing fee.

[3] As of the date of this disclosure document, we do not prescribed minimums for the scope of insurance coverage required for an AR Franchised Business; however, we reserve the right to establish such minimums in the future. Unless and until we establish such minimums, the Area Representative Agreement requires you to consult with an insurance broker satisfactory to us in order to determine appropriate policies and coverage limits for the AR Franchised Business. If you do not purchase the required insurance, we may obtain the insurance for you. We have no duty do so. If we obtain insurance for you, you must pay the premiums to the insurance company or reimburse us for them. We can change the required coverages and amounts.

[4] You or we will can recover from the other party reasonable attorneys' fees, experts' fees, court costs and all other expenses of arbitration or litigation in any action instituted against the other party to secure or protect your or our rights under the Area Representative Agreement, to enforce the terms of the Area Representative Agreement, or in any action begun or joined in by the other party against the prevailing party (for the avoidance of doubt, you will be required to reimburse us for any attorneys' fees and costs that we incur, in connection with revising your Area Representative Agreement or other agreements between us, as a result of inaccurate/misrepresented information provided to us by you).

[5] In the event that we are made a party to litigation or are threatened to be made a party to litigation by or against you, and it is found that you breached the Area Representative Agreement or was otherwise found at fault to any extent in such litigation, to indemnify us from any losses, damages, or claims whatsoever arising from the litigation or breach or default that gave rise to the litigation including legal fees, accountant, expert witnesses, costs of investigation, travel and living expenses.

If we become a party to any proceeding brought against us by a third party relating to the Area Representative Agreement or your AR Franchised Business as a result of any act or omission of you, or your AR Franchised Business, or if we become a party to any litigation or insolvency proceeding involving you under any bankruptcy or insolvency code, then you must pay us our reasonable attorneys' fees, experts' fees, court costs, travel and lodging costs and all other expenses we incur.

If we terminate the Area Representative Agreement for your default, or if you terminate the Area Representative Agreement through non-payment, you must pay us all our expenses from your default or termination, including reasonable attorneys' and experts' fees.

[6] You may not transfer the Area Representative Agreement or your rights thereunder within the first twelve (12) months after the Effective Dates of such agreement. In addition, if you participate in the Odd Stock Program and either the Odd Stock Investment is not made within thirty (30) days from the Effective Date of the Area Representative Agreement or if the Odd Stock Investment is sold within twelve (12) months from the date of acquisition of the Odd Stock Investment (each, a "Triggering Event"), no portion of the Area Representative Fee will be waived and you will be required to pay us the unpaid portion of the Area Representative Fee in one lump sum, within ten (10) days of the Triggering Event. If the full Area Representative Fee is not paid within ten (10) days of the Triggering Event, we will have the right to terminate the Area Representative Agreement, respectively, effective immediately.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT*

(1) **Type of expenditure**	**(2)** **Amount** Note 1	**(3)** **Method of payment**	**(4)** **When due**	**(5)** **To whom payment is to be made**
Area Representative Fee	$35,000 - $250,000 See Item 5 and Note 2	Lump Sum	At signing of Area Representative Agreement	Us
Professional Fees	$5,000 - $20,000 See Note 3	As you agree with accountant/ attorney	As you agree with accountant/ attorney	Accountant/ Attorney
Office Equipment (Desk, Laptop, Printer, Laminator etc.)	$0 - $2,000	As supplier requires	As supplier requires	Supplier
Computer Equipment	$0 - $1,50	As supplier requires	As supplier requires	Supplier
Travel, Meals & Accommodation During Training	$4,000- $6,000 Note 4	As supplier requires	As incurred	Supplier
Insurance (First and Last Month's Premiums)	$600 - $800 Note 5	As insurer requires	Before opening	Insurer
Additional Funds (initial period – 3 months)	$25,000 - $75,000 See Note 6	As expenses occur	After opening	Various
TOTAL	**$69,600 to $355,300** (Note 7)			

* Unless otherwise stated, none of the expenses on this chart is fully refundable.

Notes

[1] None of the fees shown on this table are generally refundable unless a supplier has a refund policy of which we are not aware. We do not finance any fee. All figures may vary further than the ranges provided, depending on the size, population, geography, applicable laws, and other factors related to the location of the franchise, the length of time that an Area Representative has operated within the AR Territory, if at all, and other factors. We do not require, recommend or anticipate that you will obtain a designated office or other space out of which to operate your AR Franchised Business; instead, we expect that you will operate from your home or space already available to you at no additional costs. As such, we have not included any real estate or office build out costs in this Item 7.

[2] The Area Representative Fee will vary depending on the population size of the AR Territory, but will generally be determined based on a formula equal to $10,000 for each 1,000,000 people residing in the AR Territory, up to a maximum Area Representative Fee of $250,000. However, we will also consider a variety of factors, including (but not limited to) the demographic of the AR Territory, the Development Quota, and the number of existing (or under development) Unit Franchises in the AR Territory is. The Area Representative Fee will be determined by us prior to execution of the Area Representative Agreement. If you participate in our Odd Stock Program, a portion of the Area Representative Fee may be waived if you invest an equivalent amount of the Area Representative Fee in Common Shares of our parent company, Odd Burger Corporation, within thirty (30) days from the Effective Date of the Area Representative Agreement and hold such investment for at least twelve (12) months from the date of acquisition. The investment will not be refundable for any reason. See Item 5 for more details.

[3] These fees are representative of the costs for engagement of professionals for the start-up of an AR Franchised Business. We strongly recommend that you seek the assistance of attorneys and accountants for the initial review and resulting advisories concerning this franchise opportunity, this disclosure document, and subsequently, the Area Representative Agreement. It is also advisable to consult these professionals to review any lease or other contracts that you will enter into as a part of starting your AR Franchised Business.

[4] The cost of the Initial Training Program is included in the Area Representative Fee. However, the cost of you and your management staff attending this training is your sole responsibility. These costs may include room, board, meals and transportation expenses while attending training, the scope of which will depend on your level of prior experience. These expenses will vary upon the number of weeks of training, the distance traveled, location of training, mode of transportation chosen and other factors.

[5] The estimate in the table is an estimate of first and last months' premiums for business insurance. As of the date of this disclosure document, we do not prescribed minimums for the scope of insurance coverage required for an AR Franchised Business; however, we reserve the right to establish such minimums in the future. Unless and until we establish such minimums, the Area Representative Agreement requires you to consult with an insurance broker satisfactory to us in order to determine appropriate policies and coverage limits for the AR Franchised Business. As such, the costs may vary depending on the coverages the insurance broker recommends. Moreover, the insurance provider may require, or you may elect, to pay more than the first and last moths' premiums up front, in which case your initial cost may vary above the estimated range. If established, the insurance coverages and amounts specified by us from time to time, including as part of any insurance program we offer, reflect minimum required amounts and are not meant to reflect your actual insurance coverage needs. It is your responsibility to carefully evaluate your insurance needs and to obtain the insurance coverages and amounts as necessary to satisfy those insurance needs.

[6] This is an estimate of the additional funds you may need to operate your business during the first three months after you open your AR Franchised Business. We cannot guarantee that you will not have additional expenses in starting the AR Franchised Business. The estimate includes such items as initial payroll taxes, professional and accounting fees, additional advertising, insurance, health insurance and workers' compensation, rent, repairs and maintenance, bank charges (including interest),

miscellaneous supplies and equipment, initial staff recruiting expenses, state tax and license fees, depreciation and amortization, deposits and prepaid expenses (if applicable) and other unforeseen miscellaneous items. These expenses do not include any draw or salary for you. The estimated amounts assume that none of your expenses are offset by any sales generated during the initial three months of operation. The expenses you incur during the initial start-up period will depend on factors such as the time of year you open, local economic and market conditions, your experience and business acumen, competition, and the sales level you reach during this initial period. Additional operating expenses will be incurred in connection with the ongoing operation of your AR Franchised Business. No allowance has been made in this table for any principal or interest expenses required before the opening of your business. The need for this type of expense will vary with the terms of any financing you get in connection with your AR Franchised Business, if any. You should also consider the ancillary cost of labor in operating your franchise. Labor costs also typically include employment insurance, worker's compensation, vacation pay and other payments which you as an employer would be required to make for employees. Any incentive or bonus programs for your employees would also form part of the labor costs of your AR Franchised Business.

[7] In compiling these estimates, we relied on the experience of our affiliates in establishing and franchising Odd Burger™ restaurants (formerly Globally Local™ restaurants) in Canada and our research into the United States market. Your costs may vary based on a number of factors including, but not limited to, the geographic area in which you open, local market conditions, the time it takes to build sales of the establishment, and your skills at operating a business. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not provide financing to franchisees either directly or indirectly in connection with their initial investment requirements. The availability and terms of financing obtained from third parties will depend upon such factors as the availability of financing, your creditworthiness, collateral that you may make available, and the policies of local lending institutions.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Area Representatives do not sell products and services; therefore there are no restrictions on the sources of what Area Representatives may sell. We reserve the right to establish designated or approved suppliers for goods or services you require in connection with the operation of the AR Franchised Business.

As of the date of this disclosure document, we do not prescribed minimums for the scope of insurance coverage required for an AR Franchised Business; however, we reserve the right to establish such minimums in the future. Unless and until we establish such minimums, the Area Representative Agreement requires you to consult with an insurance broker satisfactory to us in order to determine appropriate policies and coverage limits for the AR Franchised Business. As such, the costs may vary depending on the coverages the insurance broker recommends.

You must enforce the requirements of the System, including the restrictions on source of products and services and on what Unit Franchisees may sell, which are described below.

We may designate certain products or services that must be purchased by Unit Franchisees only from us or our designated suppliers as established in the Manual. All menu items, products and services to be sold from, advertised from or displayed at Unit Franchisees' Odd Burger™ Restaurants and all other supplies, materials, leasehold improvements, equipment and services used in the Unit Franchised Business, will be purchased exclusively from us or our designated suppliers. Unit Franchisees must comply with our requirements concerning the introduction of any new or different designated supplier, or the replacement of any former supplier (including cessation of use of the former designated supplier). It is an event of material default of the Franchise Agreement for a Unit Franchisee to stock or sell ingredients, menu items, goods or services not approved by us for sale, or to purchase goods from non-approved suppliers. We will have the right without notice to the Unit Franchisee to enter the Unit Franchised Business and remove from the Unit Franchised Business, and to dispose of, any goods which do not meet our standards and specifications, or which were obtained from any source other than designated suppliers, without liability or accountability for such entry or disposal to Unit Franchisees of any nature or kind.

The Franchise Agreement requires Unit Franchisees to fully and expediently participate in any and all advertising, sales, and promotional events and programs we organize and/or conduct including, without limitation, the distribution and redemption of coupons or similar promotional materials we prescribe for use in connection with their Unit Franchised Businesses. This requirement may require Unit Franchisees to purchase specified or pre-approved advertising materials from us, our affiliates or a supplier we designate.

We will provide Unit Franchisees with specifications governing the minimum standards of certain products, services or equipment they procure from unrelated third parties in our Manual or in other written notices we transmit. We may modify our specifications in writing, and may add new specifications in writing. Unit Franchisees may purchase these items from any supplier whose product, service or equipment meets our specifications. We issue and modify specifications in writing, through our Manual or other written notices. We do not maintain written criteria for approving suppliers, and thus these criteria are not available to Unit Franchisees or their proposed suppliers. If we name a supplier for a product or service, Unit Franchisees may contract with an alternative supplier if they meet our criteria. To obtain our written approval for the alternative supplier:

- Your Unit Franchisee must submit a written request to us for approval of the supplier.
- The supplier must meet our specifications to our reasonable satisfaction.
- The supplier must demonstrate to our reasonable satisfaction that it is in good standing in the business community for financial soundness and reliability of its product or service.

Aside from certain products, services, ingredients and materials, which are specific to Odd Burger™ restaurants, that we, Preposterous Foods, or an another of our affiliates will supply directly, all suppliers that we currently require Unit Franchisees to purchase ingredients, goods or services from operate at arm’s length from us. Except with respect to Preposterous Foods, Inc., none of our officers, directors or members owns an interest in any other third party approved suppliers.

We currently negotiate certain purchase arrangements, including price terms, with suppliers for the benefit of Unit Franchisees. There are no purchasing or distribution cooperatives. We do not provide you or Unit Franchisees with any material benefits (such as granting additional franchises) based on your or their use of designated or approved sources. We and our affiliates currently receive no payments or rebates from any supplier, nor do we or our affiliates currently receive any special discount on purchases from any supplier for ourselves or themselves, in connection with purchases from our Area Representatives or Unit Franchisees; however, we or our affiliates may receive such payments, rebates and/or special discounts from suppliers in the future.

We estimate that the required purchases described above are from 70% to 90% of the cost to establish a AR Franchised Business and approximately 70% to 90% of operating expenses.

ITEM 9: FRANCHISEE'S OBLIGATIONS

These tables list your principal obligations under the Area Representative Agreement and other agreements. They will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation		Section in Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Not Applicable	Items 7 and 11
b.	Pre-opening purchases/leases	Section 8.2	Items 6, 7, 8 and 11
c.	Site development and other pre-opening requirements	Section 15.1	Not Applicable
d.	Initial and ongoing training	Section 8.2	Item 11
e.	Opening	Section 7.2	Item 11
f.	Fees	Section 5.1	Items 5 and 6
g.	Compliance with standards and policies/Operating Manual	Section 7.5 and Article 8	Items 7, 8, 11, 15 and 16
h.	Trademarks and proprietary information	Section 9.1 and Article 10	Items 13 and 14
i.	Restrictions on products/services offered	Not Applicable	Item 16
j.	Warranty and customer service requirements	Section 8.9	Item 16
k.	Territorial development and sales quotas	Section 7.4	Item 12
l.	Ongoing product/service purchases	Not Applicable	Items 6 and 8
m.	Maintenance, appearance and remodeling requirements	Not Applicable	Item 11
n.	Insurance	Article 13	Item 6
o.	Advertising	Article 12	Item 11
p.	Indemnification	Section 19.3	Item 6
q.	Owner's participation/ management/staffing	Section 7.24	Item 15
r.	Records and reports	Article 11	Item 6
s.	Inspections and audits	Section 8.10 and Article 11	Item 6
t.	Transfer	Article 14	Item 17
u.	Renewal	Section 4.2	Item 17

Obligation		Section in Agreement	Disclosure Document Item
v.	Post-termination obligations	Article 16	Item 17
w.	Non-competition covenants	Section 9.3	Item 17
x.	Dispute resolution	Sections 19.14 and 19.15	Item 17
y.	Other: Guarantee	Section 8.12	Item 15

ITEM 10: FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

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

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

Pre-Opening Obligations

Before you commence operations of your AR Franchised Business, we will:

(1) Approve or disapprove your AR Territory. We do not currently, as of the issuance date of this disclosure document, own or lease sites for leasing or subleasing to franchisees in the United States but reserve the right to do so in the future. (Area Representative Agreement, Section 3.1)

(2) Provide you with the Initial Training Program. (Area Representative Agreement, Section 8.2).

(3) Provide you with access to our Unit Franchise operations manual Businesses (the "Manual"). We do not have a compiled Manual. Instead, we have an online platform that contains forms part of our training program and that contains our methods of operations and other information ordinarily included in an operation's manual. The term "Manual" as used in herein refers to any rules of operation, operations manuals, policy manuals, video tapes, software, pamphlets, memoranda, bulletins, letters, directives, instructions and other materials prepared by or on behalf of us (whether in written, machine readable or any other form, including electronic mail) written or produced by or on behalf of us for use by franchisees generally or you in particular setting out information, advice, standards, requirements, operating procedures, instructions or policies relating to the operation of an Odd Burger™ franchise, as such materials may be added to, deleted or otherwise modified by us from time to time. Most, if not all, of the Manual will be accessible to franchisees via the online platform. You must strictly comply with the Manual in operating your AR Franchised Business. We can change the Manual, and you must comply with these changes when you receive them. (Area Representative Agreement, Section 8.1).

The following is the Table of Contents of the Manual as of the date of this disclosure document:

Topic	Pages
Finding & Leasing a Location	9
Accounting & Insurance	10
Store Design & Décor	15
Signage	5
Construction & Equipment	10

Topic	Pages
Preparing to Open	10
Human Resources & Training	10
Items Offered for Sale	10
Food Preparation	20
Paperwork & Controls	5
Cleaning & Maintenance	5
Restaurant Evaluations & Compliance	5
Logo Use & Restrictions	5
Security & Safety	10
Profit Building & Local Marketing	10
Operational Efficiencies	10
Franchisee Advertising Fund	5
Policies & Procedures	15
Total	**170**

We do not currently have an operations manual specifically dedicated to the operation of AR Franchises (an "AR Franchise Manual"); however, if we develop any such AR Franchise Manual (which we have no obligation to do), you will be required to strictly comply with it upon notice.

(4) Approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose within 20 days of receipt. If we do not respond within 20 days, the material is disapproved. (Area Representative Agreement, Section 12.2)

Obligations After Opening

During the operation of your AR Franchised Business, we will:

(1) Approve or disapprove any advertising, direct mail, identification and promotional materials and programs you propose within 20 days of receipt. If we do not respond within 20 days, the material is disapproved. (Area Representative Agreement, Section 12.2)

(2) Establish operating standards and specifications for the operation of the AR Franchised Business with which you must comply. We may change or update these procedures, standards and specifications at our discretion and revise the contents of the Manual from time to time. (Area Representative Agreement, Sections 7.15 and 8.1)

Advertising

You are not required to participate in, or contribute to, any local or regional advertising cooperative, advertising council or any advertising fund. There is no requirement that you conduct any local advertising in your AR Territory or that you spend any minimum amount on such local advertising; however, you must solicit prospective Unit Franchisees within your AR Territory. (Area Representative Agreement, Section 7.3)

There is no obligation for us to maintain any advertising program or to spend any amount on advertising in your geographic area. We may advertise using print, radio and television, with local, regional and national coverage. We may employ both an in-house advertising department and national or regional advertising agencies.

You may develop advertising materials for your own use, at your own cost. As stated above, we must approve these advertising materials in advance and in writing, but if we do not respond within 20 days after receiving your proposed advertising material, the material is disapproved. (Area Representative Agreement, Section 12.2)

Web Sites and Social Media

We currently intend to maintain a central home page on the Internet, and to establish and maintain all "Social Media" (meaning any websites and/or internet-based applications that enable users to create and share content or to participate in social networking, including, but not limited to: blogs, microblogs, social networks, and photo and video sharing sites) on behalf of the System. You may not maintain any other domain name, home page or URL on the Internet, or any Social Media presence whatsoever, including without limitation those which use the world Globally Local or representing the Odd Burger™ brand, without our prior written authorization. (Area Representative Agreement, Section 8.18)

Information Technology

If you purchase an AR Franchise, prior to commencing operations of your AR Franchised Business you must purchase computer hardware, software, firmware, required dedicated telephone and data lines, printer(s), and other computer-related accessories or peripheral equipment (collectively, "Computer System") as we direct in the Manual or in other materials provided to you. Your computer system must be able to electronically exchange information, messages, and other data with other computers by such means (including the Internet) using protocols as we direct in the Manual. No particular brand of software or hardware is currently required, and both software and hardware can currently be sourced by any supplier, provided that it meets our specifications.

You must keep such Computer System in working condition and in operation at all times and must maintain a communications link between your Computer System and our centralized computer facilities at all times. We have independent access to information entered into your Computer System. We may retrieve from your Computer System all information that we consider necessary, desirable or appropriate. We will bear the costs of this information retrieval.

There is no contractual limit on our ability to require you to upgrade, add components to, and replace components of, the Computer System. The estimated annual cost to maintain, update, upgrade and/or support your Computer System is approximately $500.

Training

No later than 60 days after the Effective Date of the Area Representative Agreement, one of your principal shareholders or general partners who is or will be actively involved in the AR Franchised Business, and up to one additional representative, must attend and successfully complete our Unit Franchise initial training program (the "Initial Training Program"). The Initial Training Program will be conducted at an existing Odd Burger™ Restaurant we designate. Presently we are using a corporately owned Odd Burger™ Restaurant located in Toronto, Ontario for training. In addition, we may determine from time to time, in our sole judgement, to suspend in-person gatherings such as the Initial Training Program and instead conduct them virtually. The primary function of the Initial Training Program is to accustom you with our personnel, systems and procedures. In most situations, the duration of the Initial Training Program will be one to two weeks (for a total of two to four weeks), but it varies depending upon the skill level and business experience of the trainee.

The Initial Training Program for Unit Franchised Businesses trains the Area Representative in the operation of an Odd Burger™ Restaurant, including, but not limited to the areas of cleaning, inventory management, preparation, cooking, operations, marketing, financial accounting, and other topics.

We do not currently have an training program specific to the operation of AR Franchised Businesses, as we expect Area Representatives to already have experience in soliciting and supporting Unit Franchisees; however, we reserve the right to develop a specific training program for Area Representatives and if we do, one of your principal shareholders or general partners who is or will be actively involved in the AR Franchised Business, and up to one additional representative, will be required to attend and successfully complete such program upon notice.

The following is description of our Initial Training Program as of the date of issuance of this disclosure document:

TRAINING PROGRAM

Subject	Hours Of Classroom Training	Hours Of On The Job Training	Location
Preparing to Open & Human Resources Training	8	0	Classroom training is completed remotely (i.e., learners' home).
Store & Equipment Setup	0	32	Franchisee's new location.
Odd Burger Fundamentals: Crew Member	4	8	Classroom training completed remotely (i.e., learners' home); On-site training completed at your restaurant location or at alternative operational location we specify.
Leadership Training Part I: Supervisor Training (Crew training must be completed as pre-requisite.)	3	8	Classroom training completed remotely (i.e., learners' home); On-site training completed at your restaurant location or at alternative operational location we specify.
Leadership Training Part II: Store Manager Training (Crew and Supervisor training must be completed as pre-requisite to role.)	2	8	Classroom training completed remotely (i.e., learners' home); On-site training completed at your restaurant location or at alternative operational location we specify.
Soft Opening	0	16	Your restaurant location.
Total	17	72	

The Initial Training Program may be conducted, as many times a year as is necessary. Prior to scheduling the Initial Training Program with us, we require you and your trainees to attend, successfully complete and secure certificates, at your sole cost and expense through third party suppliers, for safe food handling and first aid. The instructional materials consist of our Manual and various print and electronic materials. The minimum experience of the instructors in the field relevant to the subject taught is 5 years and to our operations is at least 6 months; we may, however, appoint third party trainers who less prior experience with us and our affiliates (such as if we appoint an area representative for your geographic area).

The Initial Training Program is provided to you and up to one additional representative at no additional cost. However, the costs associated with attending this training, such as travel, lodging, food and other expenses are solely the responsibility of you. The amount of these expenses will vary depending on the length of training, the travel requirements, and other factors. We reserve the right to charge a fee of up to $2,500 for additional persons to attend the initial program.

You can request additional on-site training at any time, but the Area Representative Agreement does not require us to provide it, and any such additional training will be at our option. The timing of such training will depend upon availability of head office personnel. The cost of any such training will be based upon our then-current consulting rates. The cost of any additional training requested by you, including the travel and accommodation costs of our training personnel, will be payable by you.

We will provide general advisory assistance considered by us to be helpful to franchisees in the ongoing operation, advertising and promotion of Unit Franchised Businesses and/or AR Franchised Business, including providing a representative at our head office who is available to franchisees during normal business hours for consultation and guidance via telephone or e-mail with respect to operation or management of the AR Franchised Business.

From time to time, we may provide additional programs and services to you, including, but not limited to, conferences or seminars. Unless we otherwise approve, you are required to participate in all such additional programs in accordance with the procedures we establish from time to time. You will be reasonable for all expenses incurred in with such conferences or seminars, including without limitation the cost of travel, food, lodging and other expenses of your personnel.

Time to Open

You must commence operations of the AR Franchised Business within 3 months of the execution of the Area Representative Agreement. We estimate that the typical length of time between the signing of the Area Representative Agreement and the commencement of your AR Franchised Business is approximately 3 months. Factors affecting time include obtaining all required state, local and other required government certifications, permits and licenses, procuring required insurance, attendance at and satisfactory completion of our Initial Training Program, arranging for any financing, complying with local ordinances and our ability to offer and sell Unit Franchises under applicable franchise laws in your AR Territory.

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.

You will operate the AR Franchised Business within a specific AR Territory. The AR Territory will typically include one or more states; however, we have the right to grant smaller or larger AR Territories to Area Representatives in our sole and absolute discretion. We will describe each AR Territory in detail in Schedule 1 to the Area Representative Agreement. You will operate as the Area Representative for all Unit Franchised Businesses located within the AR Territory. Your rights are non-exclusive, and subject to our rights and responsibilities to grant franchises and oversee operations of Unit Franchised Businesses within the AR Territory, as more particularly described in the Area Representative Agreement.

For so long as you are not in default under your Area Representative Agreement, we will not operate or license any other person to operate an Odd Burger™ area representative business within the AR Territory. To retain your rights under the Area Representative Agreement, you must satisfy your Development Quota. You and we will agree on your Development Quota at the time you sign the Area Representative Agreement, and it will be determined based on a variety of factors, including (but not limited to) the size and demographic of the AR Territory, the number of existing (or under development) Unit Franchises in the AR Territory, and the percentage of average annual gross sales for all Unit Franchised Businesses in the Territory. The Development Quota is not and should not be considered a financial performance representation for your AR Franchise. If you fail to satisfy the Development Quota, we may, at our option and sole discretion, terminate the Area Representative Agreement, terminate your territorial rights, grant another area representative within the territory and/or terminate your right to further development but require you to continue to service then-existing Unit Franchisees.

We, on behalf of ourselves and our affiliates, reserve all rights not specifically granted to you under the Area Representative Agreement, including the following rights, in our absolute discretion: (i) operate, and to grant others the right to operate, franchised business (including Unit Franchised Businesses) located anywhere within or outside the AR Territory under any terms and conditions we deem appropriate; (ii) develop and license the use of, at any location (whether within or outside the AR Territory), names and marks other than the Marks, in connection with the operation of a business which offers for sale at retail, or distributes products and/or services similar to those sold under the System, on such terms and conditions as we, in our sole business judgment, deem prudent or desirable; (iii) develop, market, own, operate or participate in any business other than a franchised business under the Marks or any other trade-marks (including without limitation the sale of Proprietary Products under the Marks through alternative distribution channels within and outside of the AR Territory); (iv) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided by the Unit Franchised Businesses, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating within the AR Territory; (v) be acquired (in whole or in part and regardless of the form of transaction), by a business providing products and services similar to those provided by the Unit Franchised Businesses, or by another business, even if such business operates, franchises and/or licenses a business involved in the offer or sale of products or services which are the same as or similar to those offered by the Unit Franchised Businesses and even if it competes with the Unit Franchised Businesses within the AR Territory; (vi) establish and operate, or grant other the right to establish and operate, Non-Traditional Locations anywhere, including within the AR Territory; and, (vii) do such things and transact such business that the Area Representative Agreement does not expressly grant to or confer upon you.

We and/or our affiliates may engage in any type of business activity within or outside the AR Territory except as we are restricted as described in the preceding paragraphs. The Area Representative Agreement does not confer upon you any right to participate in or benefit from any other business activity, whether it is conducted under the Marks or not. You will receive no compensation for these businesses' sales.

We and our affiliates have not established and do not currently intend to establish any other franchises, company-owned outlets or other distribution channels offering similar products or services under a different trademark anywhere in the United States except for the offer and sale of the Proprietary Products (which may be offered under the Marks and/or different trademarks) through alternative distribution channels (including without limitation in grocery stores, supermarkets, convenience stores, online sales, etc. in the United States), but we may do so in the future.

Except respect to the Development Quota, there is no minimum sales quota. During the term of your Area Representative Agreement, except as disclosed above, there are no circumstances when we can alter your AR Territory. You have no options, rights of first refusal or similar rights to acquire additional franchises in any other geographic areas, although you may apply for the right to operate an Odd Burger™ Restaurants under a Franchise Agreement with us and/or additional AR Territories under separate Area Representative Agreements with us.

The Area Representative Agreement confers no marketing exclusivity in the AR Territory on you.

ITEM 13: TRADEMARKS

The principal commercial symbol which we will license to you appears on the cover of this disclosure document. "Marks" means our symbols, trademarks, service marks, logotypes and trade names.

The table below provides a description of the Marks which we may license to you in operating your AR Franchised Business and which we may license to Unit Franchisees in operating their Unit Franchised Business, which Marks currently have registration applications pending with the United States Patent and Trademark Office.

Principal Federal Registration Applications

Application Number	Description Of Mark	Principal Or Supplemental Register	Application Date
90403277	ODD BURGER, standard character mark	Principal	December 22, 2020
97482230	WINGALINGS, standard character mark	Principal	June 29, 2022
97482219	VENEDICT, standard character mark	Principal	June 29, 2022
97482214	PULLED JACK, standard character mark	Principal	June 29, 2022
97482204	PRETENDERS, standard character mark	Principal	June 29, 2022
97482182	MAYNO, standard character mark	Principal	June 29, 2022

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Our parent, Odd Burger Ltd., has licensed us to use the System, Marks and other intellectual property and to sublicense them to our franchisees through a perpetual Cross-License Agreement effective as of June 30, 2022. Pursuant to the Cross-License Agreement, in the event that a court of competent jurisdiction determines that use of the System or the Marks infringes any proprietary right of a third person, Odd Burger Ltd. may make such amendments to the license rights granted thereunder, but only to the extent necessary, to allay such infringement. In addition, Odd Burger Ltd. has the right to terminate Cross-License Agreement upon an uncured material breach or if we cease to do business in the ordinary course.

There are presently no effective determinations of the U.S. Patent and Trademark Office, any trademark trial and appeal board, any state trademark administrator or any court, any pending interference, opposition, or cancellation proceeding, or any pending material litigation involving any of the above-referenced Marks which is relevant to your use. There are no agreements which significantly limit our rights to use or license the Marks. There are no infringing uses or superior previous rights known to us that can materially affect your use of the Marks in any state in which the Unit Franchised Business and/or AR Franchised Business is to be located. There is no pending material federal or state court litigation regarding our use or ownership rights in any of the Marks. Any required affidavits have been filed. Any required renewals have been filed.

You will promptly notify us of any claims or charges or any infringement, threatened infringement or piracy of any of the Marks, of any actual or intended common law passing off by reason of imitation or otherwise, as well as any other information that you may have of any suspected infringement of the Marks. We will then determine whether or not we wish to take any action against the third party on account of the alleged infringement of the Marks. You will take no action with regard to such matters without our prior written approval, but will cooperate fully with us in any such action. All decisions regarding action involving the protection and defence of the Marks will be solely in our discretion. We will have the right to defend, compromise and settle the claim at its sole cost and expense, using our own counsel. Under the Area Representative Agreement, you grant irrevocable authority to us, and appoints us as your attorney in fact, to defend and/or settle all claims of this type. You may participate at your own expense in the defense or settlement, but our decisions with regard to the defense or settlement will be final.

You must comply with any instruction by us to modify or discontinue use of any Mark or to adopt or use additional or substituted Marks at your sole cost and expense. We will not be liable to you for any expenses, losses or damages sustained by you as a result of any Mark addition, modification, substitution or discontinuation.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We hold no patents and we have no pending patent applications that are material to the franchise.

Copyrights

We have not registered any copyrights with the United States Copyright Office.

We claim copyrights in our written materials, picture books, videotapes and related materials, although these are not registered copyrights. These materials are our property, are proprietary and confidential, and you may use them only as provided in the Area Representative Agreement. We also claim protective rights in our business practices, the Manual, operating and food preparation techniques, processes and procedures, all compilations of customer information prepared or maintained by Area Representatives and Unit Franchisees, and other confidential information, trade secrets and know how (the "Proprietary Information") which we will disclose to you and Unit Franchisees during the term of the franchise, all of which are our property, are proprietary and confidential, and which you and such Unit Franchisees may use only as provide in the Area Representative Agreement and/or Franchise Agreement, respectively. Except as necessary to operate the franchise and as we approve, during and after the term of the franchise, you and Unit Franchisees may not directly or indirectly use or disclose to anyone any of our Proprietary Information.

There are no agreements currently in effect which significantly limit your right to use any of our copyrights. Also, there are no currently effective determinations of the United States Patent and Trademark Office, Copyright Office (Library of Congress) or any court pertaining to or affecting any of our copyrights discussed above. Finally, as of the date of this disclosure document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights which could materially affect your use of them in this state or in the state in which the AR Franchised Business and/or Unit Franchised Business will be located.

Your and our obligations to protect your rights to use our copyrights are the same as the obligations for Marks described in Item 13 of this disclosure document.

Confidential Information

You may never – during the Initial Term, any Renewal Term, or after the Area Representative Agreement expires or is terminated – reveal any of our confidential information to another person or use it for any other person or business. You may not copy any of our confidential information or give it to a third party except as we authorize.

Under the Area Representative Agreement, you agree that upon our request, you will obtain any and all of its officers, directors, managers, employees, agents, contractors and any other personnel having access to any of our confidential information, including but not limited to the Manual, a signed Confidentiality and Non-Competition Agreement in the form attached as Schedule 3 to the Area Representative Agreement.

Our confidential information will include information, knowledge, trade secrets or know-how used or embraced by the System, the Manual, and many other matters specified in the Area Representative Agreement.

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

Pursuant to the Area Representative Agreement, one of your majority shareholders or general partners (the "Operating Principal") will devote their full time and best efforts to the management and operation of the AR Franchised Business. Compliance with this obligation will require the Operating Principal to dedicate such time as is necessary to ensure compliance with all obligations under the Area Representative Agreement, including, but not limited to, meeting the development schedules, providing training to Unit Franchisees and providing ongoing services to Unit Franchisees. All communications from the Area Representative to the Franchisor shall originate only from the Operating Principal and, conversely, upon signing the Area Representative Agreement, you understand, agree and authorize us to communicate all matters relating to you and the AR Franchised Business exclusively with the Operating Principal.

At no time during the term of the Area Representative Agreement or for a period of 24 months following termination, transfer or expiration of the Area Representative Agreement may you or any of your principals have an interest in, or business relationship with, any competing retail or wholesale business.

You must ensure that your owners, shareholders, officers, directors, and any other personnel or family members who have access to any confidential information related to the AR Franchised Business or the System generally, comply with the confidentiality requirements under the Area Representative Agreement. You will on request have any person having access to any confidential information from us sign an agreement in a form we approve agreeing to maintain the confidentiality of information they receive under their employment or relationship with you.

If the franchisee is a business entity, the Operating Principal must have any equity interest in the franchisee entity.

You, your spouse and if you are a business entity, your shareholders, members, officers and directors (and, at our option, all respective spouses) will be required to sign a personal guarantee in the form of Schedule 2 to the Area Representative Agreement.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Area Representatives do not sell products and services; therefore there are generally no restrictions on the sources for products and services performed by Area Representatives or on what Area Representatives may sell, subject to Area Representatives services relating solely to the operation of the AR Franchised Business in compliance with the Area Representative Agreement. You must enforce the requirements of the System, including the restrictions on source of products and services and on what Unit Franchisees may sell, which are described below.

Unit Franchisees must use, in the operation of their Unit Franchised Businesses, advertising materials, business stationery, printed materials, colour schemes, product lists and other marketing materials which we have pre-approved. Unit Franchisees must operate their Unit Franchised Businesses in complete, timely and strict conformity with the entire Odd Burger™ System, including all: site selection and development requirements; requirements relating to recipes, menus and the quality of ingredients; minimum inventory requirements; use of all and only designated suppliers; financial reporting requirements; operational standards; merchandising requirements; marketing and advertising standards and requirements; minimum and maximum pricing stipulations, including specials, promotions and discounts; mandated safety standards; and quality, appearance, and uniformity of facilities and employee standards.

Unit Franchisees may only sell and display only those menu items and related products as may be specified by us. We may designate certain products or services that Unit Franchisees must purchase only from us or our designated suppliers as established in the Manual. Unit Franchisees will comply with our requirements concerning the introduction of any new or different menu items, products or services for sale. All menu items, products and services to be sold from, advertised from or displayed at Unit Franchisees' Odd Burger™ Restaurants, and all other supplies, materials, leasehold improvements, equipment and services used in the Unit Franchised Business, will be purchased exclusively from us or our designated suppliers. Unit Franchisees will comply with our requirements concerning the introduction of any new or different designated supplier, or the replacement of any former supplier (including cessation of use of the former designated supplier). Unit Franchisees will not install any automatic teller (bank) machines, telephones, video games, electronic games, pinball machines, juke boxes, or any other vending machine or coin operated machine without our prior written approval.

Unit Franchisees must comply with our requirements concerning the introduction of any new or different ingredients, menu items, goods or services for sale. It is an event of material default of the Franchise Agreement for a Unit Franchisee to stock or sell ingredients, menu items, goods or services not approved by us for sale, or to purchase goods from non-approved suppliers.

Aside from certain products, services, ingredients and materials, which are specific to Odd Burger™ restaurants, that we, Preposterous Foods, or an another affiliate of ours will supply directly, all suppliers that we currently require Unit Franchisees to purchase ingredients, goods or services from operate at arm's length from us.

We will have the right without notice to enter a Unit Franchisees' Unit Franchised Business and remove from the Unit Franchised Business, and to dispose of, any goods which do not meet our standards and specifications, or which were obtained from any source other than designated suppliers, without liability or accountability for such entry or disposal to the franchisee of any nature or kind.We may add to, delete from or modify the services, products and programs which Unit Franchisees can and must offer or we may modify the System. Unit Franchisees must abide by any additions, deletions and modifications. There are no limits on our rights to make these changes.

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the area representative agreement and related agreements pertaining to renewal, termination, transfer and dispute resolution. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Area Representative Agreement	Summary
a. Length of the franchise term	Section 4.1	Term is for a single 10 year period, unless sooner termination in accordance with the Area Representative Agreement.
b. Renewal or extension of the term	Section 4.2	Subject to all requirements for renewal set out in the Area Representative Agreement, you may renew the license granted under the Area Representative Agreement for 1 additional term of 10 years.
c. Requirements for you to renew or extend	Section 4.2	Give notice of renewal; not be in default of Area Representative Agreement; have satisfied all monetary obligations; sign a new Area Representative agreement; execute a general release or covenant not to sue; pay a renewal fee and reimburse Franchisor for renewal expenses.
d. Termination by you	Section 16.3	Your failure to pay any Royalty Fees, Advertising and Promotion Fund Contributions (if applicable) or other money after you receive notice of the default granting an opportunity to cure, will mean that you are willfully and wrongful breaching the Area Representative Agreement and that you have decided to reject and terminate the Area Representative Agreement and all Agreements between you and us (or our affiliates) related to the Franchise Agreement. You may terminate under any grounds permitted by applicable law.
e. Termination by us without cause	None.	
f. Termination by us with cause	Article 15	We can terminate if you default or sell the AR Franchised Business.
g. "Cause" defined - defaults which can be cured	Section 15.3	You have 30 days to cure the default if you do not comply with any Area Representative Agreement or Manual provision or requirement or otherwise fail to fulfill the terms of the Area Represenative Agreement in good faith, except for defaults described in h. below. Examples of curable defaults include: continued violation in connection with the operation of the AR Franchised Business of any law, ordinance, rule or regulation of a governmental agency, for a period of 10 days after notification of noncompliance; any unauthorized use of the Marks or other impairment of the

Provision	Section in Area Representative Agreement	Summary
		goodwill associated with them; engaging in business or marketing under a name or mark that is confusingly similar to the Marks; failure to obtain, maintain or renew any license or permit required for the operation of the AR Franchised Business; failure to maintain adequate working capital; failure to operate the AR Franchised Business with an adequate number of fully qualified personnel; failure to comply with duties, perform obligations or observe covenants of the Area Representative Agreement or other agreements with the Franchisor or any related entity; failure to submit all reports on time; failure to attend and complete any mandatory training program; failure to maintain any applicable standards or procedures.
h. "Cause" defined - non-curable defaults	Sections 15.1 and 15.2	**Termination Prior to Opening (No Opportunity to Cure):** We have the right to terminate the Area Representative Agreement effective update delivery of written notice to you for your: failure to obtain all licenses, permits and certifications; failure to satisfactorily complete the initial training program; failure to satisfy any conditions in the Area Representative Agreement within 30 days of execution (or such applicable longer period). **Default with No Opportunity to Cure:** We have the right to terminate the Area Representative Agreement effective immediately upon the occurance of any of the following: conviction of a criminal offence or crime likely to adversely affect the System, the Marks or their goodwill; breach of any restrictive covenants given in connection with the Area Representative Agreement; failure to complete an approved transfer within the prescribed time after an event of death or incapacity; an order is made or resolution passed for the winding up, dissolution, or the liquidation of the franchisee; any event of bankruptcy or insolvency; any execution, seizure, attachment or similar process against you or the your assets of the AR Franchised Business which is not set aside within 7 days; any attempt to make an bulk sale, other than in the ordinary course of business; failure to carry on normal business operations for 3 or more consecutive days; any purported transfer or assignment of the ara represeantive agreement that is not properly authorized and approved; knowingly maintaining false books or records or submitting any knowingly false statements, applications or reports; conduct that constitutes a misrepresentation or a deceptive or unlawful act or practice in connection with the AR Franchised Business; any other agreement between the you, or any principal of the Area Representative, and the Franchisor is terminated; receiving 3 or more notices of default during any 24 month period; failure to pay any monies owing to the Franchisor or other parties within 3 days after receiving written notice; operation of the AR Franchised Business in a manner that presents a public health or safety hazard and which continues uncorrected after notice; the continuance, in whole or in part, of the business contemplated by the Area Representative Agreement in a normal, profitable manner is impaired by future events; an improperly conducted sale of the AR Franchised Business; failure to satisfy the Development Quota; if you negotiate, sell or sign any Franchise Agreement with a Unit Franchisee on behalf of us; offer a franchise or solicit a franchisee in a state where we have not yet confirmed that we have secured a franchise registration or applicable exemption therefrom; or, sublicense or attempt to sublicense the rights herein in violation of the Area Representative Agreement; or, if you participate in the Odd Stock Program and sell your Odd Stock Investment prior to the one (1) year anniversary of the Effective Date of your Area Representative Agreement, and do not pay us an Area Representative Fee in one lump sum within ten (10) days after such sale.
i. Your obligations on termination/nonrenewal	Article 16	Obligations include: cease operations and use of the Marks, and complete de-identification with Franchisor and the Marks; pay all amounts due, including the our damages, costs and expenses; return manuals, picture books and any franchise materials and documentation; notify all telephone companies, internet service providers, domain name registrars, Social Media platforms, and all listing agencies and assist with transferring accounts or registrations to the Franchisor; take necessary steps for Franchisor to have full right, use and

Provision	Section in Area Representative Agreement	Summary
		enjoyment of all licenses, permits and/or accreditations; all other reasonably necessary actions.
j. Assignment of con-tract by us	Section 14.1	No restriction on our right to assign.
k. "Transfer" by you – definition	Section 14.2	Includes transfer of franchise or shares in Area Representative.
l. Our approval of transfer by you	Article 14	You must apply for and receive our approval to transfer.
m. Conditions for our approval of transfer	Section 14.6	Transferee must not be a competitor; corporate transferee must be a newly organized corporation restricted to operating the AR Franchised Business; all obligations, monetary or otherwise must be current; you and/or transferor(s) must sign a general release; transferee will enter written agreement assuming and agreeing to discharge all obligations under the Area Representative Agreement; there shall be no current default under the Area Representative Agreement; there shall be no current default under any agreement between Area Representative and Franchisor, or any of its affiliages or suppliers; the transferee will meet Franchisor's standards; the purchase price must be reasonable; the transferee must sign then-current form of area representative agreement (which may differ materially from Area Representative's form of area representative agreement), including a personal guarantee of the new area representative agreement from the principals of the transferee; transferee must atttend Franchisor's initial training; transferee must pay for and complete training programs; Area Representative or transferee must pay a transfer fee of $5,000; and, the transfer may not be within the first 12 months after execution of the Area Representative Agreement.
n. Our right of first refusal to purchase your business	Section 14.4	We have the right to purchase franchise on terms and conditions as specified in a bona fide written offer from third party.
o. Our option to purchase your business	Section 19.8	We have the option to buy your AR Franchised Business's assets at fair market value upon expiration or termination of area representative agreement.
p. Your death or disa-bility	Section 14.7	Within 4 months of death or incapacity of principal of Area Representative, application must be made to us for consent to continue franchise which consent will not be unreasonably withheld but may be granted subject to conditions. Failure to notify us of death or incapacity within 4 months constitutes is an event of default entitling us to automatically terminate of Area Representative Agreement with no cure.
q. Non-competition cov-enants during the term of the franchise	Section 9.3	No involvement in competing business.
r. Non-competition cov-enants after the franchise is terminated or expires	Section 9.3	No involvement in competing business for 24 months within the territory described in the area representative agreement, within a 15 mile radius of the territory described in the area representative agreement or within a 15 mile radius of any business operating under the System in existence on the date of expiration or termination.
s. Modification of the agreement	Sections 10.4 and 20.2	We have the right to unilaterally amend any terms or conditions contained in the Manual, which form an integral part of the Area Representative Agreement. No modifications of the Area Representative Agreement unless in writing and signed by the us, you, and all guarantors of the Area Representative Agreement.
t. Integration/ merger clause	Section 20.1	Only the terms of the Area Representative Agreement, the Exhibits to the Area Representative Agreement and all agreements signed with it are binding and enforceable. Any representations or promises outside of the disclosure document and area representative agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 19.14	All disputes between the parties, or between you and other franchisees of the System, must be submitted to confidential arbitration(Subject to state law).

Provision	Section in Area Representative Agreement	Summary
v. Choice of forum	Section 20.9	Arbitration must be in a state or federal district court of competent jurisdiction in Dover, Delaware, except that we may bring an action for an injunction in any court with jurisdiction (see Area Representative Agreement). (Subject to state law).
w. Choice of law	Section 20.8	Delaware law applies. Your state law may supersede this provision and it may not be enforceable in your state. (Subject to state law).

ITEM 18: PUBLIC FIGURES

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

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. 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 Sherrie Abrantes at 505 Consortium Court, London, ON N6E 2S8, or 1-800-286-2145, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years December 31, 2020 to December 31, 2022

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Company-Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	0	0	0
	2021	0	0	0
	2022	0	0	0

Table No. 2

Transfers of Franchised Outlets from Franchisees
to New Owners (other than the Franchisor)
For Years December 31, 2020 to December 31, 2022

Column 1 State	Column 2 Year	Column 3 Number of Transfers
All States	2020	0
	2021	0
	2022	0
Total	2020	0
	2021	0
	2022	0

Table No. 3
Status of Franchised Outlets
For Years December 31, 2020 to December 31, 2022*

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of the Year
All States	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Total	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0

Table No. 4
Status of Company-Owned Outlets
For Years December 31, 2020 to December 31, 2022*

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
All States	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Total	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

Table No. 5

Projected Openings as of December 31, 2022

Column 1 State	Column 2 Area Representative Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlet in the Next Fiscal Year
Washington	0	1	0
All other states	0	0	0
Total	0	0	0

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* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

We did not have any area representatives as of December 31, 2022. However, as of the issuance date of this Disclosure Document, we have one area representative who has signed an Area Representative Agreement but who has not yet commenced operations, as follows:

5th Group Holdings Ltd.
1037 Leslie Drive
Victoria, BC V8X 2Y9
403-869-3517

We have no area representatives who had an Area Representative Agreement terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the Area Representative Agreement with us during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document; and no area representatives have signed confidentiality clauses during the past three fiscal years that would restrict their ability to speak openly about their experiences with the System.

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

There are no trademark-specific franchisee organizations associated with the franchise system.

ITEM 21: FINANCIAL STATEMENTS

We were organized in April 2022. Our unaudited opening balance sheet as of September 23, 2022, our audited financial statements as of December 31, 2022, and our unaudited financial statements for the period January 1, 2023 through June 31, 2023 are included in Exhibit C. We have not been in business for three years or more and therefore cannot include all the financial statements required by the FTC Franchise Rule for our last three fiscal years.

ITEM 22: CONTRACTS

Copies of our Area Representative Agreement and the following schedules to it are included in Exhibit A: Key Contract Data (Schedule 1); Personal Guarantee and Postponement (Schedule 2); Confidentiality/Non-Compete Agreement (Schedule 3); General Release (Schedule 4); Certificate of Franchise Owner (Schedule 5); Certified Copy of Resolutions (Schedule 6); Irrevocable Power of Attorney (Schedule 7); Acknowledgment Addendum (Schedule 8); Odd Stock Investment Addendum (Schedule 9); and, State Addenda to Area Representative Agreement (Schedule 10). In addition, our current form of Subscription Agreement Is included as Exhibit B.

ITEM 23: RECEIPTS

You will find copies of a detachable receipt in Exhibit G at the very end of this disclosure document.

CALIFORNIA ADDENDUM TO THE DISCLOSURE DOCUMENT

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Area Representative Agreement contains provisions that are inconsistent with the law, the law will control.

2. The Area Representative 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.).

3. The Area Representative Agreement contains covenants not to compete which extend beyond the termination of the agreements. These provisions may not be enforceable under California law.

4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

5. Neither the franchisor, any person or franchise broker in Item 2 of the 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. 79a et seq., suspending or expelling such persons from membership in such association or exchange.

6. The Area Representative Agreement requires any litigation concerning the agreement to be brought in a court in Dover, Delaware and be governed by the laws of Delaware. The litigation will occur in Delaware with the costs being borne by the franchisee and franchisor. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

7. The Area Representative Agreement requires application of the laws of Delaware. This provision may not be enforceable under California law.

8. You must sign a general release if you renew or transfer your franchise. California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

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

10. The Area Representative Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

11. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

12. **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.**

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

14. The highest interest rate allowed by law in California is 10% annually.

15. 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.

WASHINGTON ADDENDUM TO THE DISCLOSURE DOCUMENT

Notwithstanding anything to the contrary set forth in the Area Representative Disclosure Document, the following provisions will supersede and apply to all franchises offered and sold in the State of Washington:

1. Item 1 is amended to add the following language: "As an area representative, you may be required to register as a franchise broker in Washington pursuant to RCW 19.100.140."

2. Item 5 is amended to add the following language: "In light of the franchisor's lack of operating history and financial condition, and in lieu of an escrow of the franchise fee, the Securities Division will require that the Franchisor not collect the area representative fee until the franchisor has fulfilled its initial pre-opening obligations to the area representative and the area representative is open for business."

3. If any of the provisions in the area representative disclosure document or area representative agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act (the "Act"), the provisions of the Act will prevail over the inconsistent provisions of the area representative disclosure document and area representative agreement with regard to any franchise sold in Washington.

4. 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 area representative 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.

5. A release or waiver of rights executed by a Franchisee will not include rights under the Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the Area Representative 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, and rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. The state of Washington has a statute, RCW 19.100.180 which may supersede the Area Representative 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 Area Representative Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise.

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

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

9. 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 area representative agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

10. 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 area representative agreement or elsewhere are void and unenforceable in Washington.

EXHIBIT A TO THE FRANCHISE DISCLOSURE DOCUMENT

AREA REPRESENTATIVE AGREEMENT

AREA REPRESENTATIVE AGREEMENT

Between

Odd Burger Franchise (US) Inc.

and

«Name of Area Representative»

Territory:

«Area Description»

Office Address: «Location of Office/Address of Area Representative»

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Schedule 4 – General Release
Schedule 5 – Certificate of Franchise Owner
Schedule 6 – Certified Copy of Resolutions
Schedule 7 – Irrevocable Power of Attorney
Schedule 8 – Acknowledgment Addendum
Schedule 9 – Odd Stock Investment Addendum
Schedule 10 – State Addenda to Area Representative Agreement

AREA REPRESENTATIVE AGREEMENT

Odd Burger Franchise (US) Inc., an Delaware corporation
with its office located at
505 Consortium Court, London, ON N6E 2S8

(the "**Franchisor**")

- and -

«Name of Area Representative», a/an «State of Incorporation» corporation
with its registered office located at «registered office address of franchisee»

(the "**Franchisee**")

ARTICLE 1 – BACKGROUND

1.1 System

The Franchisor, together with its Affiliates, as the result of a significant expenditure of time, skill, effort and money, has developed and owns a unique and proprietary system relating to the establishment, development and operation of Odd Burger™ restaurants specializing in the preparation and sale of "veganized" fast-food items, which must be operated in accordance with approved suppliers, uniform equipment, systems, methods, procedures, and designs, and under the Franchisor's proprietary trademarks (the "**System**").

1.2 Marks

The Franchisor has developed and used and continues to use and control the use of, in connection with its business of licensing and regulating Odd Burger™ franchisees, certain proprietary interests, trademarks, service marks and trade names, including ODD BURGER™ and the ODD BURGER logo shown on the cover of this Agreement to identify to the public the source of goods and services marketed under those trademarks and to represent to the public high and uniform standards of quality and service.

1.3 Distinguishing Characteristics

The distinguishing characteristics of the System include, without limitation, unique methods, technical assistance and training in the operation, management and promotion of the Franchised Business, sales and marketing systems, recipes, inventory control methods, financial management tools, specialized reporting, bookkeeping and accounting methods and advertising and promotional programs, all of which may be changed, improved and further developed by the Franchisor.

1.4 Desire to Obtain License

The Area Representative desires to obtain the right and license to use the Marks and System in connection with serving as the Franchisor’s representative for the development, management, servicing and supervision of persons who execute franchise agreements to develop, own and operate franchised Odd Burger™ restaurants in the Territory (the “**AR Business**”) (subject to Section 7.3, persons who execute franchise agreements before, on or after the Effective Date, to own and operate Odd Burger™ restaurants in the Territory, including Area Representative with respect to its Odd Burger™ restaurants, are referred to as “**Franchisees**”);

1.5 Area Representative’s Independent Investigation

The Area Representative expressly acknowledges that he, she or it is entering into this Agreement after having made an independent investigation of the Franchisor’s operations and the Franchised Business and is not relying upon any representation as to the profits and/or sales volumes that the Area Representative might be expected to realize, nor upon any other statement, promise or representation whatsoever which is not contained in this Agreement. The Area Representative understands that he/she/it may sustain losses as a result of the operation or the closing of the Franchised Business. The Area Representative understand that the business venture contemplated by this Agreement involves a high degree of financial risk and depends to a large degree on the Area Representative's skills, abilities, initiative and hard work. The Area Representative has had a full and adequate opportunity to be thoroughly advised of the terms and conditions of this Agreement by a lawyer or professional advisor of his, her or its own choosing.

1.6 Need for Strict Conformity

The Area Representative understands and acknowledges the importance of the Franchisor’s uniformly high standards of quality and service and the necessity of operating the Franchised Business in strict conformity with the Franchisor’s standards and specifications.

1.7 Reliance by Franchisor

The Franchisor has agreed to enter into this Agreement with the Area Representative on the basis of the information provided to the Franchisor by the Area Representative, and in reliance upon the Area Representative’s representation that he, she or it will fully and faithfully honor and perform all of the obligations of the Area Representative contained in this Agreement for the entire Term of this Agreement. The Area Representative represents and warrants to the Franchisor that it has made no misrepresentations in obtaining the license herein granted, including with respect to the information contained in its franchise application.

ARTICLE 2 – INTERPRETATION

2.1 Principles of Interpretation

The Area Representative acknowledges that the nature of franchising is such that the Franchisor has responsibilities not only to the Area Representative but also to all Odd Burger™ franchisees (including other area representatives, area developers and/or master franchisees) and to the Franchisor’s corporate locations, customers, employees and shareholders. The Area Representative understands that these responsibilities may sometimes conflict or be inconsistent.

The Area Representative also acknowledges that the Franchisor has the right to act in its own best interest, which may sometimes conflict or be inconsistent with the Area Representative's best interests. Therefore, the Franchisor will be entitled to act, make decisions and grant or withhold consents under this Agreement in the Franchisor's sole discretion, and without obligation to provide reasons, unless:

(a) the Franchisor is expressly required under this Agreement or by law to act, make decisions or grant or withhold consents reasonably; or

(b) the Franchisor is expressly prohibited under this Agreement or by law from acting, making decisions or granting or withholding consents unreasonably.

The Franchisor may, but is not required to, consult with the Area Representative before acting, making decisions or granting or withholding consents under this Agreement, unless expressly required to do so under this Agreement. The Area Representative is aware of the fact that other present or future owners or operators of Odd Burger™ locations or its area developers, are representatives or master franchisees may operate under different forms of agreement(s), and consequently that the Franchisor's obligations and rights with respect to its various developers and franchisees may differ materially in certain circumstances

2.2 **Incorporation of Recitals**

The recitals of fact and representations set out in ARTICLE 1 are true and are incorporated in the body of this Agreement by reference.

2.3 **Definitions**

In this Agreement, the following words will have the meaning set out beside them:

(a) "**Affiliates**" means, respectively any individual or business entity a Party controls, which controls a Party , or which is under common control with a Party.

(b) "**Agreement**" means this Agreement and any amendments made to it by the parties in accordance with the terms of this Agreement.

(c) "**AR Business**" means the Odd Burger™ franchise operation of the Area Representative carried on by the Area Representative at the Location and within the Territory pursuant to this Agreement.

(d) "**Area Developer**" means a person that has entered into an Area Development Agreement with the Franchisor for the development of multiple Franchised Businesses in the Territory, and may include the Area Representative or an Affiliate of the Area Representative.

(e) "**AR Owned Franchised Business**" means a Franchised Business operated by the Area Representative or an Affiliate of the Area Representative.

(f) "**Area Representative**" means «Name of Area Representative», and includes: (a) those persons and their spouses owning any interest in a corporate franchisee or a limited liability company; (b) all partners and their spouses owning any interest in a partnership franchisee; (c) the individual who owns a sole proprietorship franchisee and his or her spouse; and (d) the guarantors of this Agreement; and (e) any successor individual(s), partnership(s) or corporation(s) which may result from a reorganization, amalgamation or continuance of the Area Representative and any assignee to which an approved assignment of this Agreement is made. The Area Representative has fully disclosed to the Franchisor the legal and beneficial owners of the Area Representative, and if the Area Representative is incorporated, then the Area Representative has disclosed to the Franchisor the complete identity of all legal and beneficial owners of all shares of the corporate Area Representative.

(g) "**Dollars**" means United States dollars.

(h) "**Effective Date**" means the date set out in Section 20.20.

(i) "**Franchise Agreement**" means a franchise agreement between a Franchisee and the Franchisor for the operation of a Franchised Business within the Territory.

(j) "**Franchised Business**" means the business of an Odd Burger™ restaurant in accordance with the System that is operated by a Franchisee pursuant to a Franchise Agreement between such Franchisee and the Franchisor, including an AR Owned Franchised Business.

(k) "**Franchisee**" means a person that has entered into a Franchise Agreement with the Franchisor for the operation of a Franchised Business in the Territory, and may include the Area Representative or an Affiliate of the Area Representative.

(l) "**Franchisor**" means Odd Burger Franchise (US) Inc.

(m) "**Incapacity**" means that the person to whom such term is applied is unable to perform his normal duties within the Franchised Business for 45 days in any 90 day period during the term of this Agreement.

(n) "**Interest Rate**" means 21% yearly, or the maximum amount allowed by law, whichever is less.

(o) "**Location**s" means the retail business premises of each Franchised Business within the Territory.

(p) "**Manual**" refers, collectively, to the manuals and materials described in Section 8.1 of this Agreement, and means any rules of operation, operations manuals, policy manuals, video tapes, software, pamphlets, memoranda, bulletins, letters, directives, instructions and other materials prepared by or on behalf of the Franchisor (whether in written, machine readable or any other form, including electronic mail) written or produced by or on behalf of the Franchisor for use by franchisees or area representatives setting out information, advice, standards, requirements, operating procedures, instructions or policies relating to the operation of an Odd Burger™ Restaurant, as such materials may be added to, deleted or otherwise modified by the Franchisor from time to time. Franchisor does not currently have an operations manual specifically dedicated to the operation of AR Franchises or the operation of an AR Business (an "AR Franchise Manual"); however, if Franchisor develops any such AR Franchise Manual (which we have no obligation to do), Area Representative will be required to strictly comply with it upon notice.

(q) "**Marks**" means all trademarks, trade names, design marks and other commercial symbols that the Franchisor may designate from time to time, including any marks which be modified, changed or acquired by the Franchisor in the future, for use in the System and includes the trademark: "ODD BURGER™".

(r) **"Non-Traditional Locations"** means any non-traditional Odd Burger™ operations, which shall include, but are not limited to: enclosed malls, institutions (such as hospitals, colleges, universities or other schools), airports, parks (including theme parks), military bases and sports arenas or stadiums, train stations, travel plazas, and entertainment venues that are subject to exclusive food vending rights of third parties or for which the Area Representative is otherwise precluded from obtaining occupancy or vending rights.

(s) "**Products**" means all wares, merchandise, supplies, accessories and items sold, dispensed, handled, used or otherwise dealt in, and all services performed at or from the Location or in connection with the Franchised Business, as specified by the Franchisor from time to time.

(t) "**Renewal Term**" has the meaning set out in Section 4.2.

(u) "**Royalty Fees**" means, for the purposes of the Agreement, the continuing weekly payments made from Franchisees to Franchisor and equal to a percentage of gross sales of Franchised Business and designated as "Royalty Fees" under the Franchise Agreements.

(v) "**Social Media**" means any websites and/or internet-based applications that enable users to create and share content or to participate in social networking, including, but not limited to: blogs, microblogs, social networks, and photo and video sharing sites.

(w) "**System**" means the Franchisor's unique and proprietary system as set out is Section 1.1.

(x) "**Term**" has the meaning set out in Section 4.1.

(y) "**Territory**" means the area described in Schedule 1.

2.4 Severability

Except as expressly provided to the contrary in this Agreement, each section, part, term and/or provision of this Agreement will be considered severable and fully enforceable. If for any reason whatsoever, any term or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent be invalid or unenforceable, all other terms and conditions of this

Agreement and/or the application of such terms and conditions to parties or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

2.5 **Headings**

All headings in this Agreement are intended solely for the convenience of the parties, and no heading will be considered to affect the meaning or interpretation of any part of this Agreement.

2.6 **References**

All references in this Agreement to the masculine, neuter or singular will be interpreted to include the masculine, feminine, neuter or plural, where applicable.

2.7 **Deadlines**

The parties agree that the deadlines set out in this Agreement will be strictly enforced.

2.8 **Benefit of Agreement**

Nothing in this Agreement is intended, nor will be considered, to confer upon any person or legal entity other than the parties and those persons expressly indicated to be entitled to rights or remedies under this Agreement. This Agreement is available for the benefit of, and is binding upon, the heirs, successors, personal representatives and permitted assigns of the parties. The Franchisor will be considered a third-party beneficiary of any agreement entered into between the Area Representative and its employees, agents, suppliers and independent contractors.

2.9 **Schedules**

The following schedules are attached and incorporated in this Agreement by reference and are considered to be a part of this Agreement. Even though these schedules are considered a part of this Agreement, each one of the schedules has been signed by the parties and is an independent and binding agreement in accordance with its terms.

Schedule 1 – Key Contact Data
Schedule 2 – Personal Guarantee and Postponement
Schedule 3 – Confidentiality/Non-Compete Agreement
Schedule 4 – General Release
Schedule 5 – Certificate of Franchise Owner
Schedule 6 – Certified Copy of Resolutions
Schedule 7 – Irrevocable Power of Attorney
Schedule 8 – Acknowledgment Addendum
Schedule 9 – Odd Stock Investment Addendum
Schedule 10 – State Addenda to Area Representative Agreement

ARTICLE 3 – GRANT OF FRANCHISE

3.1 Grant of Franchise

Subject to all the terms and conditions of this Agreement, the Franchisor grants to the Area Representative, and the Area Representative accepts, the non-exclusive right and license to use the Marks and the System to develop, manage, service and supervise Franchisees within the Territory.

3.2 Conditions

The Area Representative agrees to the AR Business using the System, solely within the Territory, and in strict compliance with the terms and conditions of this Agreement for the entire term of this Agreement. The rights and privileges granted to the Area Representative by the Franchisor under this Agreement are applicable only to the AR Business, are personal in nature, and may not be used elsewhere by the Area Representative. For the avoidance of doubt, this Agreement does not grant the Area Representative or any Affiliate thereof to operate any Odd Burger™ restaurants. The Area Representative of an Affiliate of the Area Representative may operate Franchise Businesses if, and only if, such Franchised Business are granted in accordance with this Agreement.

3.3 Personal License

Except as expressly permitted herein, the Area Representative will not have the right to franchise, subfranchise, license or sublicense its rights under this Agreement. The Area Representative will not have the right to pledge, assign or transfer this Agreement or its rights under this Agreement, except as specifically provided for in this Agreement. The Area Representative will not have the right to engage a manager to oversee the operation of the AR Business except in accordance with the terms and conditions of this Agreement.

3.4 Territory

For so long as the Area Representative is not in default under this Agreement, the Franchisor agrees not to operate or license any other person to operate an Odd Burger™ area representative business within the Territory.

3.5 Rights Reserved by the Franchisor

The Franchisor (on behalf of itself and its Affiliates) reserves all rights whatsoever not specifically granted to the Area Representative under this Agreement, including, but not limited to, the following rights, in its absolute discretion:

(a) operate, and to grant others the right to operate, franchised businesses (including Franchised Businesses) located within or outside the Territory under any terms and conditions it deems appropriate;

(b) develop and license the use of, at any location (whether within or outside the Territory), names and marks other than the Marks, in connection with the operation of a business which offers for sale at retail, or distributes products and/or services similar to those sold under the System, on such terms and conditions as the Franchisor, in its sole business judgment, deems prudent or desirable;

(c) develop, market, own, operate or participate in any business other than a franchised business under the Marks or any other trade-marks;

(d) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided by the Franchised Businesses, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating within the Territory;

(e) be acquired (in whole or in part and regardless of the form of transaction), by a business providing products and services similar to those provided by the Franchised Businesses, or by another business, even if such business operates, franchises and/or licenses a business involved in the offer or sale of products or services which are the same as or similar to those offered by the Franchised Businesses and even if it competes with the Franchised Businesses within the Territory;

(f) establish and operate, or grant other the right to establish and operate, Non-Traditional Locations anywhere, including within the Territory; and

(g) do such things and transact such business that this Agreement does not expressly grant to or confer upon the Area Representative.

ARTICLE 4 – TERM AND RENEWAL

4.1 Term

The term of this Agreement (unless sooner terminated in accordance with the terms hereof) shall commence on the date stated on Schedule 1 – Key Contract Data, and end upon the expiration of the term stated on Schedule 1 – Key Contract Data (the "**Term**").

4.2 Renewal or Extension

Upon expiry of the Initial Term, the Area Representative may renew the license granted under this Agreement for such further periods and for such durations as stated on Schedule 1 – Key Contract Data (each, a "**Renewal Term**"), subject to the following conditions, all of which must be met prior to renewal:

(a) The Area Representative will give to the Franchisor written notice of its election to renew this Agreement not less than 12 months or more than 18 months prior to the end of the then-current Term of this Agreement.

(b) The Area Representative will not be in default of any provision of this Agreement or any other agreement between the Area Representative and the Franchisor or its Affiliates and will have substantially and consistently complied with all of the terms and conditions of such agreements during their respective terms.

(c) The Area Representative and its shareholders, directors and officers will have satisfied all monetary obligations owed by the Area Representative to the Franchisor, its Affiliates, other franchisees and suppliers of the System, and all governmental filings and remittances on a timely basis throughout the then-current Term of this Agreement.

(d) At the option of the Franchisor, the Area Representative will execute the Franchisor's then-current form of area representative agreement and related documentation, including personal and/or spousal guarantees, which will supersede in all respects this Agreement, and which may differ materially from the terms of this Agreement, including a different term and fee structure.

(e) The Area Representative and its shareholders, directors and officers will execute a general release in a form designated by the Franchisor, of any and all claims against the Franchisor and its subsidiaries and Affiliates and their respective officers, directors, agents and employees.

(f) The Area Representative will pay a renewal fee equal to 50% of the Franchisor's then-current initial area representative fee.

(g) The Area Representative will pay all of the Franchisor's reasonable costs (including legal costs) for the administration of the renewal and the preparation, execution and filing of all documentation required by the Franchisor in connection with the renewal. Such costs will be capped at $2,500 and will be due and payable by the Area Representative upon receipt of an invoice from the Franchisor.

In the event that any of the above conditions for renewal have not been met, the Franchisor will have no obligation to renew this Agreement and this Agreement will automatically expire at the end of the current term.

ARTICLE 5 – AREA REPRESENTATIVE FEE AND OTHER PAYMENTS

5.1 Area Representative Fee

The Area Representative will pay to the Franchisor a non-recurring and non-refundable initial license fee in the amount stated on Schedule 1 – Key Contract Data, together with all applicable taxes (the "**Area Representative Fee**"). The Area Representative Fee is payable in full at the time of signing this Agreement. The Area Representative acknowledges that the grant of the license to operate the AR Business constitutes the sole consideration for the payment of this Area Representative Fee, the Area Representative Fee is not paid in exchange for any particular products, services or assistance and that the Area Representative Fee is fully-earned by the Franchisor upon signature of this Agreement.

5.2 Failure to Pay or Perform

If Area Representative fails to pay any amount it is required to pay, or perform any obligation it is required to perform, pursuant to this Agreement, Franchisor may, but will not be obligated to, pay such amount and/or take any action necessary to cure the default. In this event, Area Representative shall immediately pay to Franchisor the amount so paid by Franchisor or the amount expended by

Franchisor to cure such default. This right will accrue whether or not Franchisor terminates this Agreement.

5.3 **Sales Taxes**

Despite any other provision of this Agreement, the Area Representative will pay to the Franchisor an amount equal to all goods and services or harmonized sales taxes, sales taxes, trademark license taxes, value added taxes, business transfer taxes, or any other taxes assessed on or payable by the Franchisor with respect to amounts payable by the Area Representative to the Franchisor under this Agreement, or any other agreement between them, however characterized ("**Sales Taxes**"). The amount of the Sales Taxes so payable by the Area Representative will be calculated by the Franchisor in accordance with the applicable legislation and will be paid to the Franchisor at the same time, and in the same manner, as the amounts to which such Sales Taxes apply are payable to the Franchisor under the terms of this Agreement or upon demand by the Franchisor. The Franchisor will have the same remedies for and rights of recovery of the amounts due under this Section as it has for recovery of all other monies owing under this Agreement, or any other agreement between the Franchisor and the Area Representative. Within the time required by law, the Area Representative must complete all forms prescribed by applicable governmental authorities in respect of taxes withheld or paid and provide copies thereof to the Franchisor. The Area Representative is responsible for and must indemnify and hold the Franchisor, the Franchisor's Affiliates and their respective directors, officers, agents and employees harmless against any penalties, interest and expenses incurred by or assessed against them as a result of the Area Representative's failure to withhold such taxes or to timely remit them to the appropriate taxing authority. The Area Representative agrees to fully and promptly cooperate by providing any information or records the Franchisor requests in connection with any application to any taxing authority with respect to the Area Representative.

5.4 **Charges for Late and Not Sufficient Funds ("NSF") Payments**

All fees and payments and all amounts due for goods purchased by the Area Representative from time to time from the Franchisor or its Affiliates and any other amounts owed to the Franchisor or its Affiliates by the Area Representative pursuant to this Agreement or otherwise will bear interest after the due date and until paid in full at the Interest Rate, both before and after default, with interest on overdue interest at the Interest Rate. The acceptance of any payment will not be interpreted as a waiver by the Franchisor of its rights in respect of the default giving rise to such payment and will be without prejudice to the Franchisor's right to terminate this Agreement as a result of such default. In addition, the Area Representative agrees to pay an administrative fee of $100 for each and every overdue payment, and for each and every payment that the Area Representative's bank refuses to honor for any reason.

<u>ARTICLE 6 – COMPENSATION TO AREA REPRESENTATIVE</u>

6.1 **Payments.**

In consideration of the performance by Area Representative of its responsibilities and obligations under this Agreement, Franchisor shall pay to Area Representative:

(a) **Initial Fee Split.** 50% of the initial franchise fee and/or development fee, as applicable, paid by any Franchisee and/or Area Developer (including Area

Representative and/or Area Representative's affiliates) within the Territory to Franchisor (and actually received and collected by Franchisor), during the term of this Agreement, less 50% of the legal fees and costs Franchisor incurs in preparing the related Franchise Agreement, Area Development Agreement and ancillary documents, and less 50% of any referral or similar fees Franchisor incurs related to such Franchise Agreement and Area Development Agreement. Franchisor has the sole and exclusive right to approve all Franchisees and Area Developers. Franchisor shall pay such amount to Area Representative on or before the 25th day of the month after the Franchise Agreement and/or Development Agreement, as applicable, is signed and all other documentation and materials Franchisor requires in its sole discretion, are received by Franchisor, and any and all required payments to Franchisor are made in full. However, if any Franchise Agreement is terminated prior to the Franchisee's Franchised Business opening for business, then Area Representative will repay Franchisor the amount received by Area Representative in connection with the initial franchise fee for such Franchise Agreement. In addition, if any or Area Development Agreement is terminated prior to the Area Developer's first Franchised Business opening for business, then then Area Representative must repay Franchisor the amount Area Representative received in connection with the development fee for such Area Development Agreement.

(b) **Royalty Fee Split.** 50% of all royalties paid by any Franchisee (including Area Representative and/or Area Representative's affiliates) within the Territory to Franchisor (and actually received and collected by Franchisor) during the term of this Agreement. Franchisor shall pay such amount to Area Representative on or before the 25th day after the end of the month in which Franchisor received those royalties from such Franchisees. There is no royalty fee due under the Area Development Agreement.

(c) **Transfer Fee Split.** 50% of all transfer fees paid by any Franchisee and/or Area Developer (including Area Representative and/or Area Representative's affiliates) within the Territory to Franchisor (and actually received and collected by Franchisor), during the term of the Area Representative Agreement, less 50% of the legal fees and costs Franchisor incurs in preparing the related transfer agreement and ancillary documents. Franchisor shall pay such amount to Area Representative on or before the 25th day of the month after the date on which Franchisor received those transfer fees from such Franchisees or Area Developers.

(d) **Renewal Fee Split.** 50% of all renewal fees paid by any Franchisee (including Area Representative and/or Area Representative's affiliates) within the Territory to Franchisor (and actually received and collected by Franchisor), during the term of this Agreement, less 50% of the legal fees and costs Franchisor incurs in preparing the related renewal agreement and ancillary documents. Franchisor shall pay such amount to Area Representative on or before the 25th day of the month after the date on which Franchisor received those renewal fees from Franchisees. There is no right to renew the Area Development Agreement.

(e) **Odd Stock Program**. All fee splits described above are based on amounts actually paid to Franchisor in cash. For the avoidance of doubt, Area Representative will not be entitled to any fee split or any other portion of the Odd Stock Investment or of any initial franchise fees or development fees invested through the Odd Stock Program, even if those Unit Franchisees and Area Developers operate in the Territory.

ARTICLE 7 – OBLIGATION OF AREA REPRESENTATIVE GENERALLY

7.1 Area Representative Franchise Business(es)

The Area Representative (either directly or through an Affiliate) may, but is not required to, open and operate at Franchised Businesses within the Territory under the terms of Franchise Agreements for each such Franchised Business. For the avoidance of doubt, this Agreement does not convey to the Area Representative (or any of its Affiliates) to open and operate any Odd Burger™ restaurants, and all such restaurants opened and operated by the Area Representative (either directly or through an Affiliate) shall be sold as Franchised Businesses pursuant to the procedures and practices provided for herein.

7.2 Commencement of Operations

Area Representative must commence operations of the AR Franchised Business within 3 months of the execution of this Agreement.

7.3 Solicitation of Franchises

In connection with the offering and sale offranchises in the Territory, Area Representative shall:

(a) Solicit prospective franchisees to potentially purchase Franchised Businesses;

(b) Provide only information that is contained in or consistent with Franchisor’s then-current disclosure documents;

(c) Not provide any oral or written representations, warranties, claims or other information with respect to the historical or anticipated revenues, expenses or profits of Odd Burger™ restaurants, unless Franchisor so requires or permits in writing;

(d) Not make any oral or written representations, warranties or agreements to or with any prospective Franchisee other than those contained in Franchisor’s then-current disclosure document, unless Franchisor so requires or permits in writing;

(e) Comply with all laws, codes of conduct and policies/practices established by the Franchisor from time to time in connection with the offering and sale of franchises;

(f) Not negotiate or sell franchises on the Franchisor's behalf. The Franchisor enters into all Franchise Agreements, and the Area Representative is not a party to any Franchise Agreements. The Area Representative may not offer a Franchise for sale in a registration state until the Franchisor has secured an effective registration or applicable exemption in that state and notified the Area Representative of same in writing.

7.4 **Development Quota**

Area Representative will solicit new Franchisees in the Territory and service the Franchised Businesses in the Territory in accordance with the development quota stated on Schedule 1 – Key Contract Data. AR Owned Franchised Businesses will be included in the calculations contemplated by development quota. If, for any reason, Area Representative fails to meet the development quota, including the percentage of average annual gross sales for all Franchised Businesses in the Territory, Franchisor may, at its option and in its sole discretion:

(a) Terminate this Agreement;

(b) Terminate the territorial rights provided in Section 3.4 and, notwithstanding Section 3.4, Franchisor will be entitled to grant area representative rights within the Territory; or

(c) Terminate Area Representative's rights under this Agreement with regard to further development, but require Area Representative to continue to service then-existing Franchisees. In connection therewith, Franchisor will continue to pay Area Representative its split of Royalty Fees received from then-existing Franchisees in accordance with Section **Error! Reference source not found.** of this Agreement.

7.5 **Standards Compliance**

The Area Representative understands the importance of maintaining uniformity among all Odd Burger™ restaurants and the importance of complying with all of Franchisor's standards and specifications relating to the operation all Locations in the Territory. To protect the reputation and goodwill of Franchisor and to maintain the high standards of operation under the Marks, Area Representative shall conduct its AR Business in accordance with the Manual, other written directives that Franchisor may issue to Area Representative from time to time, and any other manuals and materials created or approved for use in conducting the AR Business.

7.6 **Site Selection Assistance**

The Area Representative shall provide assistance to Franchisees with respect to selecting sites for their Franchised Businesses, in accordance with site selection criteria established by Franchisor from time to time, and shall provide assistance to the Franchisor (or its designated affiliate) in procuring a lease for such selected site in accordance with the site-selection agreement between the Franchisor and the Franchisee. Area Representative must submit, or assist a Franchisee in submitting, to Franchisor a complete site report (containing such demographic, commercial and other information and photographs as Franchisor may reasonably require) for each site at which a Franchisee proposes to establish and operate an Odd Burger™ restaurant and that Area Representative reasonably believes conforms to site selection criteria established by Franchisor.

7.7 **Development and Opening of a Franchised Businesses**

The Area Representative will undertake the roles and responsibilities usually undertaken by the Franchisor in the Development and Opening of a Franchised Business in respect of each new Franchised Business to be opened in the Territory and that will be serviced by the Area

Representative. The applicable schedule to the Franchise Agreement for each such Franchise Business will be modified to reflect the Area Representatives roles and responsibility in respect of each such Franchise Business.

7.8 **Initial Training of Franchisees**

Once certified by the Franchisor to provide initial training, the Area Representative will provide each Franchisee with the initial training that each Franchisee must complete pursuant to their respective Franchise Agreements. The Area Representative must provide initial training at facilities fully equipped to provide such initial (which may be either a designated training center, or a Franchise Business), as approved by the Franchisor from time to time, including from the Franchised Business of a Franchisee in the Territory. It shall be the responsibility of the Area Representative to make any such arrangements with a Franchisee. If there are no facilitates in the Territory from which the Area Representative can provide initial training, the Area Representative may, upon requires, use the Franchisor's facilities to provide initial training, in which case the Area Representative and any parties participating in the training be required to travel and attend at such facilities, at their sole cost and expense. If the Area Representative is not able to provide such initial training to a Franchisee (whether because the Area Representative is no certified to provide initial training or is otherwise unable to do so) the Franchisor may, but is not required to, provide the initial training, in which case the Franchisor will retain an additional $7,500 from such Franchisee's initial franchise fee.

7.9 **Operating Assistance**

The Area Representative shall provide to Franchisees the pre-opening and continuing operating assistance described in Franchisees' franchise agreements, franchise disclosure documents, Franchisor's operating Manual and Franchisor's policies and procedures, as they may exist from time to time; provided, however, the Franchisor reserves the right to provide system-wide training for all Odd Burger™ restaurants or to participate in providing any training provided by the Area Representative, in its sole discretion.

7.10 **Communications and Evaluations.**

Area Representative shall communicate with each Franchisee in the Territory at least once every two weeks and shall conduct at least one field evaluation per calendar month of each Franchise Business in the Territory to verify compliance with the terms and conditions of Franchisees' Franchise Agreements, Franchisor's operating manual and Franchisor's policies and procedures, as they may exist from time to time, and to confirm whether the quality of service and products is being maintained in accordance with Franchisor's requirements, and provide written reports of those evaluations, containing the information required by Franchisor, to Franchisor within 15 days after the end of that month. Area Representative shall promptly notify each Franchisee of any deficiencies, and shall send a copy of that notice to Franchisor. Area Representative acknowledges, however, that Area Representative's evaluations, notices and reports are advisory only, and that Franchisor shall have:

(a) All rights to evaluate and ascertain compliance as if this Agreement were not in effect;

(b) The sole right to send default notices to Franchisees;

(c) The sole right to terminate a Franchise Agreement; and

(d) The sole right to take any legal action with respect to any breach of, or default under, a franchise agreement.

If the Area Representative believes that any Franchisee has breached, or is in default under, its Franchise Agreement, the Area Representative shall promptly provide written notice to Franchisor of all facts relating to that breach or default. If, as a result of receiving that notice, Franchisor elects to investigate that breach or default and/or determines that a breach or default has occurred, Franchisor may, in its sole discretion, take such action as it deems appropriate, with or without further consolation with the Area Representative.

7.11 **Operating Problems.**

The Franchisor will advise the Area Representative with respect to the Area Representative's responsibilities under this Agreement, including advice with respect to operating problems detected by the Franchisor or the Area Representative in the Territory. The Area Representative shall use its best efforts to resolve those operating problems in the manner advised by the Franchisor, and shall periodically report to the Franchisor with respect to the status of those operating problems.

7.12 **Seminars and Meetings.**

Area Representative shall plan, organize and conduct seminars for, and meetings of, Franchisees and provide instruction and assistance to Franchisees, in connection with the introduction of new services and products and marketing and business techniques that Franchisor sponsors or approves for Franchisees.

7.13 **Franchisee Payments**

The Area Representative shall use its best efforts to cause Franchisees to keep payments to Franchisor current and, if requested by Franchisor, assist in the enforcement of the Franchisor's rights under Franchisees' Franchise Agreements and the Franchisor's operating manual, policies, procedures and specifications, including the collection of delinquent payments from Franchisees. The Area Representative may not modify or amend the Franchisor's franchise agreement, operating manual, policies, procedures or specifications without Franchisor's written consent. The Area Representative shall make such payment within ten days after the Franchisor's written request therefor or invoice thereof.

7.14 **Monthly Report**

The Area Representative shall submit a monthly report to the Franchisor on the Area Representative's activities (including the Area Representative's objectives, progress against objectives, sales, site locating, activity in the market and competition) in the form and containing the information required by the Franchisor, as specified from time to time in writing, within 15 days after the end of each month.

7.15 Franchisee's Compliance

The Area Representative shall use its best efforts to cause Franchisees to comply with all applicable laws and regulations and to refrain from taking any action that would constitute a breach under the Franchisee's Franchise Agreement or that would be the basis for a claim or lawsuit by the Franchisor.

7.16 General Standards

The Franchisor may, from time to time, prescribe reasonable standards of general applicability, specifications and procedures with respect to the Area Representative's obligations under this Agreement, with which the Area Representative shall comply.

7.17 Costs and Expenses

Area Representative shall bear all costs and expenses in connection with its responsibilities and obligations under this Agreement.

7.18 Email

The Area Representative shall maintain an email address for purposes of communicating with the Franchisor, Franchisees and other persons. The Area Representative shall inform the Franchisor and Franchisees of its email address promptly upon the signing of this Agreement and if Area Representative's email address is changed. The Area Representative shall check and respond to his email on a daily basis (except for weekends); provided, however, that the timeliness of the Area Representative's email review and responses must be consistent with reasonable business practices and must not cause the Franchisor, other area representatives or franchisees to be unable to communicate with the Area Representative in a timely manner.

7.19 Failure to Perform

Notwithstanding anything contained in this Agreement to the contrary, if the Franchisor reasonably believes that the Area Representative is failing to perform any of its obligations under this Agreement, the Franchisor may perform any or all of Area Representative's obligations under this Agreement. The Area Representative must promptly pay, or reimburse Franchisor for, any and all costs and expenses incurred by the Franchisor in connection therewith, including a per diem charge, at the Franchisor's then-current rates, for the time spent by the Franchisor's representatives in connection with their travel and performance.

7.20 Use of Area Representative's Name

The Franchisor is entitled to use the name, likeness and voice of the Area Representative and its principals and employees for purposes of promoting the System, the Franchisor and its products, including all photos and audio and video recordings of the Area Representative and its principals and employees, and the Area Representative hereby irrevocably consents thereto. The Area Representative acknowledges that the Franchisor shall own all right, title and interest, to the extent allowed by law, in all rights of integrity, disclosure and publication and any other rights that may be known as or referred to as "moral rights," "artist's rights," "publicity rights" or the like associated with such photos and audio and video recordings, and the Area Representative hereby waives any such rights and assigns and transfers unto the Franchisor the full and exclusive right, title, and interest to such publicity rights. At the Franchisor's request, the Area Representative shall obtain from any or all of its principals and employees written consent, in such form as the Franchisor may request.

7.21 **Communications with Employees and Vendors**

The Franchisor or its representatives or agents may meet and communicate with, and solicit information from, the Area Representative's past and present employees, vendors, customers, franchisees and other persons to verify compliance with the terms of this Agreement, to confirm whether the Area Representative is performing its obligations to those employees, vendors, customers, franchisees and other persons, and for any other purpose related to this Agreement and the relationship between the parties, and the Area Representative shall assist and cooperate with the Franchisor and its representatives in that regard.

7.22 **Operation of Restaurants**

If Franchisor requests Area Representative to operate an Odd Burger™ restaurant within the Territory that is in breach of its Franchise Agreement or that the Franchisor has acquired, the Area Representative shall operate that business, in good faith and in the same manner that the Area Representative operates its own Locations. Franchisor shall pay to the Area Representative a per diem fee, a percentage of gross sales fee or a fee based upon such other formula as the Franchisor designates.

7.23 **Internet and Internet Website.**

(a) The Area Representative shall have and maintain adequate hardware and software in order to access the Internet at the bit speed required by the Franchisor from time to time. The Area Representative shall maintain an e-mail account with an Internet service provider acceptable to Franchisor. Area Representative shall read the electronic mail for the AR Business on a daily basis and shall accept and acknowledge receipt of all electronic mail sent by Franchisor. Area Representative shall not establish any website or other listing on the Internet except as provided herein.

(b) The Franchisor has established an Internet Website that provides information about the System and the products and services offered by the System. The Franchisor has sole discretion and control over the Website (including timing, design, contents and continuation).

(c) The Area Representative shall obtain and maintain continuous access to the Franchisor's internet website in a manner that shall enable the Area Representative to download required information (without regard to size) and to otherwise interact with the Franchisor, Franchisees and other persons, in such manner as Franchisor may specify.

(d) The Franchisor may (but is not required to) include at the Website an interior page containing information about the Area Representative. If the Franchisor includes such information on the Website, the Franchisor may require the Area

Representative to prepare all or a portion of the page, at the Area Representative's expense, using a template that the Franchisor provides. All such information will be subject to the Franchisor's approval prior to posting.

(e) Franchisor may (but is not required to) an Intranet through which Franchisor and its Area Representatives, franchisees and developers can communicate by e-mail or similar electronic means. If established, the Area Representative shall use the facilities of the Intranet in strict compliance with the standards, protocols and restrictions that Franchisor includes in its Manual or other policies and procedures (including, without limitation, standards, protocols and restrictions relating to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements).

7.24 **Full-Time and Attention**

The individual approved by the Franchisor to manage and operate the AR Business is designated in Schedule 1 – Key Contract Data (the "**Operating Principal**"). The Area Representative acknowledges and agrees that the Franchisor has entered into this Agreement on the basis that the Operating Principal will be an owner/operator of the AR Business. The Operating Principal devote sufficient time, labor, skill, efforts and attention to the honest, diligent and faithful operation of the AR Business. Compliance with this obligation will require Operating Principal to dedicate such time as is necessary to ensure compliance with all obligations under this Agreement, including, but not limited to, meeting the development schedules, providing training to Franchisees and providing ongoing services to Franchisees. All communications from the Area Representative to the Franchisor shall originate only from the Operating Principal and, conversely, the Area Representative understands, agrees and authorizes the Franchisor to communicate all matters relating to the Area Representative and the AR Business exclusively with the Operating Principal. Failure to comply with this provision will constitute a material event of default under this Agreement. In the event of any extended absence of the Operating Principal because of illness, vacation, training or for any other reason, then the AR Business must be left in care and control of an employee of the Area Representative who has completed all designated management training and been approved by the Franchisor for temporary management responsibilities. In such case, the Area Representative shall provide the Franchisor with as much advance written notice as reasonably practicable given the circumstances of the absence, but in no case later than on the date which the employee assumes temporary management responsibilities. The Area Representative shall ensure that the Operating Principal complies with the Operating Principal's obligations in this Section 7.24.

7.25 **Personnel**

The Area Representative shall hire or otherwise engage such qualified personnel to enable the Area Representative to fulfill its obligations under this Agreement. the Area Representative shall not employ any person who the Franchisor, in its sole discretion, has determined to be unfit to represent the Franchisor in the marketing of franchises or in the furnishing of services to Franchisees.

7.26 **Rebates**

The Area Representative acknowledges and agrees that the Franchisor or its Affiliates may receive from the Area Representative's suppliers periodic rebates, allowances, discounts, advertising allowances, construction allowances, and other benefits as a result of the Area Representative's of Franchisees' leases or purchases. The Area Representative further acknowledges and agrees that the Franchisor will be entitled to retain for its own benefit all such payments or benefits. The Area Representative further acknowledges and agrees that the Franchisor may at its discretion elect from time to time to apply all or any part of such benefits to the benefit of the Area Representative or its franchisees generally, provided that the Franchisor will have no continuing obligation whatsoever to apply any part of such benefits to the benefit of the Area Representative or to franchisees or other area representatives generally.

ARTICLE 8 – OBLIGATIONS AND COVENANTS OF THE AREA REPRESENTATIVE

8.1 **Manuals**

(a) **Compliance with Manual.** In order to protect the reputation and goodwill of the Franchisor and to maintain uniform standards of operation under the Marks, the Area Representative will conduct its business in strict compliance with the Manual including all amendments and additions. The Franchisor will either provide the Area Representative with electronic access to the Manual, or will loan the Area Representative one copy of the Manual, for the Area Representative's use during the Term of this Agreement. Franchisor does not currently have an AR Franchise Manual; however, if Franchisor develops any such AR Franchise Manual (which we have no obligation to do), Area Representative will be required to strictly comply with it upon notice.

(b) **Confidentiality of Manual.** The Area Representative will at all times treat as confidential and require its directors, officers, shareholders, employees and agents, as the case may be, to treat as confidential the Manual, and will use all reasonable efforts to maintain such information as secret and confidential. The Area Representative will not at any time, without the Franchisor's prior written consent, copy, duplicate, download, save, print, record or otherwise reproduce the Manual, in whole or in part, nor otherwise make it available to any unauthorized person. The Area Representative covenants that, upon request of the Franchisor, it will obtain any and all of its officers, directors, managers, employees, agents, contractors and any other personnel having access to any confidential information of the Franchisor, including but not limited to the Manual, a confidentiality agreement in the form provided by the Franchisor.

(c) **Franchisor's Property**. The Manual and other training materials on loan from the Franchisor, or to which the Franchisor provides access to, will at all times remain the sole property of the Franchisor. Upon the expiration or termination of this Agreement, the Area Representative will immediately return any copy of the Manual (or any part of the Manual) in its possession or under its control to the Franchisor.

(d) **Revisions.** The Franchisor may from time to time revise the contents of the Manual (which revisions may be transmitted via e-mail or other electronic communication method) and the Area Representative agrees to comply with each new or revised standard. The Area Representative will at all times ensure that the Manual loaned or accessible to the Area Representative is kept current and up-to-date, and in the event of any dispute as to the contents of the Manual, the contents of the master copy of the Manual maintained by the Franchisor at the Franchisor's head office will be determinative.

8.2 **Initial Training of Area Representative**

No later than 60 days after the Effective Date, the Operating Principal and up to one additional employee of the Area Representative, will attend and successfully complete the Franchisor's training program. The initial training program will be conducted at a location(s) designated by the Franchisor and for such duration as the Franchisor, in its sole discretion, determines necessary. The initial training program trains the Area Representative in the operation of an Odd Burger™ Restaurant, including, but not limited to the areas of cleaning, inventory management, preparation, cooking, operations, marketing, financial accounting, and other topics. Franchisor does not currently have an training program specific to the operation of AR Businesses, as Franchisor expects Area Representatives to already have experience in soliciting and supporting Franchisees; however, Franchisor reserves the right to develop a specific training program for Area Representatives and if Franchisor does, one of Area Representatives principal shareholders or general partners who is or will be actively involved in the AR Business, and up to one additional representative, will be required to attend and successfully complete such program upon notice. The duration of the training program will vary depending upon the skill level and business experience of the Area Representative and its representatives. The initial training program is provided to Operating Principal and one employee at no additional cost; however, the Franchisor reserves the right to charge a fee of up to $2,500 per training program for additional persons to attend the initial program either at the outset or at any time during the Term of this Agreement. If the Area Representative desires to replace the Operating Principal or have any other representative complete either or both initial training programs, the Franchisor reserves the right to charge a fee of up to $2,500 per training program to provide such training. The Area Representative and its employees will be responsible for all meal, travel, lodging or other expenses incurred in attending the Franchisor's training program. The Franchisor will not provide any form of salary or wages to the Area Representative or its employees during any training.

8.3 **Ongoing Training, Annual Conference**

The Area Representative will attend and successfully complete, and will cause those employees designated by the Franchisor to attend and successfully complete, to the Franchisor's reasonable satisfaction, such additional continuing education and training programs as the Franchisor may require in writing from time to time, including but not limited to all ongoing and continuing training that franchisees of the System are required to complete. The Franchisor may also offer optional training programs as it sees fit – for example to allow the Area Representative to provide management training to employees of the Area Representative – and the Area Representative may elect to have its Operating Principal or its employees, attend such training programs. Such training may be conducted in person (at a location designated by the Franchisor), via tele-conference or video, conference, in the form or webinars or training videos, or by any other means designated by the Franchisor. The Franchisor reserves the right to charge reasonable tuition and materials fees for any such training programs. The Area Representative and/or its Operating Principal, manager and employees will be responsible for all other expenses incurred in training, including, without limitation, the costs of meals, entertainment, lodging, travel, laundry and wages.

In addition to such ongoing training, the Operating Principal and other representatives of the Area Representative as the Franchisor may reasonably require, will attend the annual Odd Burger™ conference. The Area Representative will be responsible for all travel and accommodation expenses associated with attending the annual conference.

8.4 **Hiring and Training of Employees by the Area Representative**

The Area Representative will hire and train at its expense and in accordance with the Franchisor's standards and policies, all employees of the AR Business, and will be exclusively responsible for the terms of their employment and compensation. The Area Representative will ensure that its staff attend all mandatory staff development programs presented by the Franchisor, if any. The Franchisor will be entitled to charge a fee for conducting such staff development programs. The Area Representative will not employ anyone who refuses, or fails to complete such training programs. The Area Representative will at all times maintain a sufficient number of trained employees to fulfill the Area Representative's obligations under this Agreement, but in any event at least the minimum number specified from time to time by the Franchisor in the Manual or otherwise (if any).

8.5 **Payment of Taxes and Indebtedness**

The Area Representative will be absolutely and exclusively responsible and liable for filing all required tax returns and for the prompt payment of all federal, state and municipal taxes levies, duties, licence fees and assessments including, but not limited to, individual and corporate income taxes, sales, excise, value-added, goods and services, use, consumption, workers compensation, health, vacation, payroll deduction, environmental and/or property tax, assessment, remittance or levy (referred to in this Section as "taxes"), whether direct or indirect, whether or not in existence at the date of this Agreement, and all accounts and other indebtedness of every kind incurred by or payable in connection with the operation or cessation of operation of the AR Business, the supply of goods or services to the AR Business by the Franchisor or its Affiliates, or other franchisees or suppliers, employees or agents of the Area Representative (or suppliers to the Franchisor of products or services of or for the direct or indirect benefit of the Area Representative, or in respect of the personal property, income, business or other activity of the Area Representative in connection with the AR Business. The Franchisor will have no liability for any taxes or indebtedness that arise or result from the AR Business and the Area Representative will indemnify and hold harmless the Franchisor for any such taxes or indebtedness that may be assessed, levied or claimed against the Franchisor arising out of or resulting from the operation or cessation of operation of the AR Business. The Area Representative will pay to the Franchisor an amount equal to any sales tax, harmonized tax, excise tax, value-added tax or any similar tax imposed on the Franchisor with respect to any payments to the Franchisor or any advertising and promotion fund administered by the Franchisor. In the event that the Franchisor is liable for or otherwise makes payment of any taxes on behalf of the Area Representative, the Area Representative will reimburse the Franchisor of any such amount upon demand. In the event that any indirect tax is imposed upon the Franchisor in a global manner or some other manner that does not specifically identify the Area Representative, the Franchisor will apportion the amount of such taxes as between the Area Representative and others.

8.6 Dispute Regarding Taxes or Indebtedness

In the event of any valid dispute as to liability for taxes assessed or other indebtedness, the Area Representative may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law. In no event will the Area Representative permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the assets of the AR Business.

8.7 Compliance with Laws

The Area Representative will comply with all federal, state, and local laws, rules, regulations, policies and guidelines and will obtain and maintain any and all permits, certificates or licenses necessary for the full and proper conduct of the AR Business in a timely manner, including, without limitation, licenses to do business, business name registrations and sales tax permits and including without limitation compliance with all applicable privacy legislation with respect to the collection, use and disclosure of customers' and employees' personal information. If the AR Business is inspected by any regulatory agency, the Area Representative will promptly notify the Franchisor and provide details of the report of inspection, including the name and contact information of the person who conducted the inspection.

By way of example but without limitation, the Area Representative shall (i) abide by all applicable international, national, federal, state, or local laws, codes or regulations that regulate the processing of information that can be used (alone or when used in combination with other information within the Area Representative's control) to identify, locate or contact an individual or pertains in any way to an identified or identifiable individual ("**Personal Information**"), in any way, including, but not limited to, national data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules ("**Privacy Laws**"); (ii) comply with all standards, specifications, requirements, criteria, and policies that have been and are in the future developed and compiled by the Franchisor that relate to Privacy Laws and the privacy and security of Personal Information; (iii) refrain from any action or inaction that could cause the Franchisor to breach any Privacy Laws; (iv) do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in the Franchisor's business judgment to keep the Franchisor in compliance with the Privacy Laws; and (v) immediately report to the Franchisor the theft or loss of Personal Information (other than the Personal Information of the Area Representative's own officers, directors, shareholders, employees or service providers). The Area Representative must also comply with payment card industry ("**PCI**") standards, norms, requirements and protocols, including PCI Data Security Standards. If there is a conflict between the Franchisor's standards and policies pertaining to Privacy Laws and applicable law, the Area Representative shall: (a) comply with the requirements of applicable law; (b) immediately give the Franchisor written notice of said conflict; and (c) promptly and fully cooperate with the Franchisor and the Franchisor's counsel as the Franchisor may request to assist the Franchisor in its determination regarding the most effective way, if any, to meet its standards and policies pertaining to Privacy Laws within the bounds of applicable law.

The Area Representative hereby represents and warrants to the Franchisor that, as of the date of this Agreement and at all times during the Term hereof, and to the Area Representative actual or constructive knowledge, neither the Area Representative, any affiliate of the Area Representative, any individual or entity having a direct or indirect ownership interest in the Area Representative or any such affiliate (including any shareholder, general partner, limited partner, member or any type of owner), any officer, director or management employee of any of the foregoing, nor any funding source the Area Representative utilizes is or will be identified on the list of the U.S. Treasury's Office of Foreign Assets Control (OFAC); is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government or by any individual that is subject to an embargo imposed by the United States government; is acting on behalf of any country or individual that is subject to such an embargo; or, is involved in business arrangements or other transactions with any country or individual that is subject to an embargo. The Area Representative agrees that it will immediately notify the Franchisor in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties incorrect. Notwithstanding anything to the contrary in this Agreement, the Area Representative may not allow, effect or sustain any transfer, assignment or other disposition of this Agreement to a "Specially Designated National or Blocked Person" (as defined below) or to an entity in which a "Specially Designated National or Blocked Person" has an interest. For the purposes of this Agreement, "Specially Designated National or Blocked Person" means: (i) a person or entity designated by OFAC (or any successor officer agency of the U.S. government) from time to time as a "specially designated national or blocked person" or similar status; (ii) a person or entity described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001; or, (iii) a person or entity otherwise identified by any government or legal authority as a person with whom the Area Representative (or any of the Area Representative's owners or affiliates) or the Franchisor (or any of the Franchisor's owners or affiliates) are prohibited from transacting business. The Area Representative further agrees that it will not hire, retain, employ or otherwise engage the services of any individual or entity in contravention of the Patriot Act; any law, rule or regulation pertaining to immigration or terrorism; or, any other legally prohibited individual or entity.

8.8 **Duty to Notify**

The Area Representative will notify the Franchisor in writing within 3 days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental authority, which affects or relates to the operation or financial condition of the AR Business. A copy of any such order, writ, injunction, award or decree or of any complaint, claim or defence filed in connection with such action, suit or proceeding will be forwarded to the Franchisor within 3 days of the date of receipt to, or forwarding by, the Area Representative, as the case may be. Additionally, any and all customer related complaints will be answered by the Area Representative within 5 days after receipt of the complaint. A copy of the answer to any complaint will be forwarded to the Franchisor within 3 days of the date that any answer is forwarded to the complaining customer.

8.9 **Compliance with Uniform Standards**

The Area Representative understands and acknowledges that compliance with the System and consistency with respect to every detail of the operation of the Franchised Business is critical to the Franchisor, the Area Representative and other franchisees of the System in order to:

(a) develop and maintain high and uniform operating standards;

(b) increase the demand for the menu items, products and services provided by franchisees of the System; and

(c) protect the Franchisor's Marks, System, trade secrets, reputation and goodwill.

Accordingly, the Area Representative will operate the AR Business in conformity with such uniform methods, standards and specifications as the Franchisor may from time to time prescribe to ensure that the highest degree of quality of the products and services offered is uniformly maintained. The Area Representative will conduct its business in a manner which reflects favourably at all times on the Marks and other franchisees operating under the System. The Area Representative will at no time engage in deceptive, misleading or unethical practices or conduct any other act which may have a negative impact on the reputation and goodwill of the Franchisor or any other franchisee operating under the System. Pursuant to this ongoing responsibility, the Area Representative agrees to use, at all times, only such methods, standards and specifications contained in the Manual, or otherwise provided to the Area Representative by the Franchisor and to refrain from any deviation from the Franchisor's methods, techniques, standards and specifications, and to discontinue such products or services as the Franchisor may, in its discretion, disapprove in writing at any time.

8.10 **Inspection of Location and Records**

The Area Representative will permit the Franchisor or its agents or representatives to enter upon any premises or location at which the Area Representative is then using to conduct the AR Business at any time during business hours and without notice for the purpose of inspecting the records of the AR Business. The Area Representative will also permit the Franchisor to interview employees and Franchisees and conduct any other reasonable review to ensure compliance with the Franchisor's standards and specifications for area representatives. The Area Representative will cooperate fully with the Franchisor's agents or representatives in such inspections by rendering such assistance as they may reasonably request. Upon notice from the Franchisor or its agents or representatives, and without limiting the Franchisor's other rights under this Agreement, the Area Representative will take such steps as may be necessary to correct, within the period of time designated by the Franchisor in its notice, any deficiencies detected during such inspections.

8.11 **Use Business Name**

In connection with its conduct of the AR Business, the Area Representative will use only the Marks or such other business name as the Franchisor approves in writing from time to time, and will use no other business name, acronym or pseudonym of any nature or description whatsoever.

8.12 **Personal Guarantees**

The Area Representative's shareholders, officers and directors (and at the Franchisor's option, their respective spouses) will at all times be individually bound by this Agreement as reflected by the guarantee signed and attached as Schedule 2. Such shareholders, officers and directors will execute such other documents as may be necessary from time to time to give effect to this Section.

8.13 **Incorporating Documents**

If the Area Representative is a business entity, then copies of the Area Representative's organizational documents including the resolutions of the Board of Directors authorizing entry into this Agreement, will be promptly furnished to the Franchisor on request. The Area Representative's organizational documents will restrict the business that the business entity may carry on to the operation of an area representative of the Odd Burger™ franchise system. If the Area Representative is a business entity, then the Area Representative agrees that under no circumstance will it incorporate any of the Marks, any portion thereof or any name or mark derivative of or similar to the Marks, in its business entity's name.

8.14 **Transfer and Issuance of Securities**

If the Area Representative is a corporation, then the Area Representative will maintain stop transfer instructions against the transfer of any of its securities with voting rights, and all of its securities will bear on their face the following printed legend:

> "The transfer of the securities represented by this certificate is subject to the terms and conditions of an Area Representative Agreement with Odd Burger Franchise (US) Inc. Reference is made to the provisions of that Area Representative Agreement and to the organizational documents of this Corporation."

8.15 **Bank Account**

The Area Representative agrees to maintain a commercial business chequing account for the purpose of depositing funds and debiting of fees pursuant to the terms and conditions of any merchant account service agreement.

8.16 **Use of Name, etc.**

The Area Representative agrees to give the Franchisor and those acting under its authority the right to reasonably and fairly use their name, photograph or biographical material in any publication, circular or advertisement related to the business of the Franchisor or the Area Representative, in any place for an unlimited period, without compensation.

8.17 **Computer System**

The Area Representative acknowledges the importance to the success of the AR Business and to maintaining timely communications with the Franchisor and all others who may wish to communicate with the Area Representative from time to time. Prior to commencing operations of the AR Business, the Area Representative must purchase computer hardware, software, firmware, required dedicated telephone and data lines, printer(s), and other computer-related accessories or peripheral equipment (collectively, "**Computer System**") as the Franchisor directs in the Manual or in other materials provided to the Area Representative. Area Representative's computer system must be able to electronically exchange information, messages, and other data with other computers by such means (including the Internet) using protocols as the Franchisor directs in the Manual. The Area Representative must keep such Computer System in working condition and in operation at all times and must maintain a communications link between its Computer System and the Franchisor's centralized computer facilities at all times. The Franchisor has independent access to information entered into the Area Representative's Computer System. The Franchisor may retrieve from Area Representative's Computer System all information that the Franchisor considers necessary, desirable or appropriate. The Franchisor will bear the costs of this information retrieval. There is no contractual limit on the Franchisor's ability to require the Area Representative to upgrade, add components to, and replace components of, the Computer System.

8.18 Internet and Social Media

It is the intention of the Franchisor that it will maintain a central home page on the Internet, and that it will establish and maintain all Social Media on behalf of the System. The Area Representative acknowledges and agrees not to maintain any other domain name, home page or URL on the Internet, or any Social Media presence whatsoever without the prior written permission of the Franchisor. The Area Representative specifically acknowledges that any passwords are highly confidential and are subject to the confidentiality provisions of this Agreement.

8.19 Other Requirements

The Area Representative will comply with all other requirements set forth in this Agreement, in the Manual or otherwise.

ARTICLE 9 – COVENANTS REGARDING UNFAIR COMPETITION

9.1 Confidential Information

Neither the Area Representative, (whether the Area Representative is an individual or business entity) nor any of its officers, directors, shareholders, members, employees, partners or agents, as the case may be, will, during or after the term of this Agreement, communicate, divulge, or use for the benefit of any other person, persons, partnership, limited liability company, association or corporation any confidential information, knowledge, or know-how concerning the methods of operation of the Franchised Business which may be communicated to the Area Representative, or of which the Area Representative may have knowledge, by virtue of the Area Representative's operation under the terms of this Agreement. The Area Representative will divulge confidential information to its employees on a "need to know" basis only. Any and all information, knowledge and know-how relating to the System, including, without limitation, manuals, recipes, policies, procedures, drawings, materials, equipment, applications, supplier lists, customer lists, customer databases, and other data that the Franchisor designates as confidential will be considered confidential for purposes of this Agreement. Upon request, the Area Representative will have any person having access to any confidential information from the Franchisor sign a confidentiality/non-competition agreement in the form of Schedule 3 to this Agreement to maintain the confidentiality of information they receive under their employment or relationship with the Area Representative.

9.2 Non-Solicitation

Without the prior written consent of the Franchisor, the Area Representative will not:

(a) while this Agreement is in force, directly or indirectly solicit or endeavour to solicit, employ, or otherwise negatively interfere with the Franchisor or any of its franchisees' relationships with any customer, prospective customer, officer, director, partner, employee or agent; and

(b) for a 24 month period commencing on the later of: the expiration date of this Agreement; the termination date of this Agreement for any reason whatsoever; the date on which the Area Representative no longer carries on business in association with the Marks; or, the transfer (effective or actual, whichever comes later) of the Area Representative's rights in this Agreement, directly or indirectly solicit or endeavour to solicit, employ or endeavour to employ, divert or endeavour to divert, or otherwise negatively interfere with the Franchisor or any of its franchisees' relationships with, any person or organization that:

(i) is or was a client of the Franchisor, the Area Representative or any other franchisee of the System at any time during the 24 month period immediately preceding the expiration or termination date;

(ii) has been pursued as a prospective client of the Franchisor, the Area Representative or any other franchisee of the System at any time during the 24 month period immediately preceding the date of expiration or termination; and/or

(iii) is or was an officer, director, partner, employee or agent of the Franchisor, or any other franchisee of the System during the 24 month period immediately preceding the date of termination or expiration.

9.3 **Non-Competition**

The Area Representative acknowledges that pursuant to this Agreement, the Area Representative will receive valuable specialized training and confidential and other information regarding the business, promotional, sales, marketing and operational methods and techniques of the Franchisor and the System. The Area Representative agrees that during the term of this Agreement, any renewal period and continuing for a 24 month period commencing on the later of: the expiration date of this Agreement; the termination date of this Agreement for any reason whatsoever; the date on which the Area Representative no longer carries on business in association with the Marks; or, the transfer (effective or actual, whichever comes later) of the Area Representative's rights in this Agreement, the Area Representative will not, either directly or indirectly, for itself or through, on behalf of or in conjunction with any person, persons, partners or business entity whether as a director, officer, employee, consultant, agent, advisor or shareholders, members, and either with or without compensation:

(a) divert or attempt to divert any business or customer of the System to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System;

(b) own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to, provide any guarantee or other financial assistance to, or have any interest in any business which is similar to or in competition with the System and which is located within the Territory, within a fifteen (15) mile radius of the Territory or within a fifteen (15) mile radius of the location of any business operated under the System which is in existence on the date of expiration or termination of this Agreement.

For the purposes of this Agreement, a competitive business (or a business in competition with a franchised business or the System) means any business which is of a character and concept similar to the AR Business or any business which is of a character and concept similar to the Franchised Businesses; namely, a restaurant specializing in the sale (on-premises and by take-out, delivery and catering services) of fast-food-style prepared vegan dishes and menu items.

9.4 Ability to Earn a Livelihood

The Area Representative represents to the Franchisor that the observance of any of the covenants in this ARTICLE 9 will not deprive the Area Representative of his, her or its ability to earn a livelihood.

9.5 Pre-Estimation of Damages

The Area Representative and the Franchisor acknowledge and agree that the purposes of this Agreement, including ease of interpretation, validity and enforceability, will be simplified and advanced through the inclusion of a provision for a pre-estimate of damages. Accordingly, the parties to the Agreement have concluded that upon proof of any breach of Sections 9.1, 9.2 and 9.3, the appropriate sum payable will be equal to the amount paid by the Franchisor to the Area Representative pursuant to this Agreement during the 18 months preceding the date of the breach. Such payment will be considered, and is expressly agreed to constitute, liquidated damages, and is not to be considered a penalty. The Area Representative agrees not to contest the validity of this Section, and this Section may itself be pleaded as a bar to any such defence.

9.6 Acknowledgment of Reasonableness

The Area Representative confirms that all restrictions and provisions of this ARTICLE 9 are reasonable and valid, and that the Franchisor has been induced to enter into this Agreement in reliance upon the Area Representative's express promise to respect and abide by all of these provisions, and upon the Area Representative's promise not to contest the enforceability of these provisions. The Area Representative expressly agrees that the existence of any claims it may have against the Franchisor, whether or not arising from this Agreement, will not constitute a defence to the enforcement by the Franchisor of the confidentiality, non-solicitation, and non-competition provisions of this Agreement.

9.7 Reduction of Scope of Restrictive Covenants

The Area Representative understands and acknowledges that the Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Section 9.1, 9.2 or 9.3 or any portion thereof, without the Area Representative's consent, effective immediately upon receipt by the Area Representative of written notice thereof; and the Area Representative agrees that he, she or it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 20.2 hereof.

ARTICLE 10 – TRADEMARKS, TRADE NAMES AND/OR SERVICE MARKS

10.1 Grant of License

The Franchisor grants the Area Representative a non-exclusive license to use the Marks in connection with the operation of the AR Business within the Territory. The Franchisor represents that it will take all steps reasonably necessary to preserve and protect the validity of the Marks and the Franchisor’s right to use and license others to use the Marks.

10.2 **Conditions for Use**

With respect to the Area Representative’s use of the Marks pursuant to the license granted under this Agreement, the Area Representative agrees to comply with all of the conditions of use set out below.

(a) The Area Representative will use only the Marks designated by the Franchisor and will use them only in the manner required, authorized or permitted by the Franchisor.

(b) The Area Representative will use the Marks only in connection with the license to operate the AR Business granted under this Agreement.

(c) During the Term of this Agreement, the Area Representative will identify itself as a licensee and not the owner of the Marks, will make any necessary filings under federal or state law and will execute any documents considered necessary by the Franchisor for protection of the Marks to reflect such status. In addition, the Area Representative will identify itself as a licensee of the Marks on all invoices, cheques (checks), order forms, receipts, business stationery, contracts and other similar materials.

(d) Unless otherwise authorized or required by the Franchisor, the Area Representative will not use the Marks, a part of the Marks or any confusingly similar words as part of its corporate or other legal name (except as required to comply with business name registration applicable to the Area Representative).

(e) The Area Representative’s right to use the Marks is limited to such uses as are authorized under this Agreement or in the Manual, and any unauthorized use of the Marks will constitute an infringement of the Franchisor’s rights and is grounds for termination of this Agreement.

(f) The Area Representative will not use the Marks to incur or secure any obligation or indebtedness.

(g) The Area Representative will not establish an Internet domain name or Social Media site using the words Odd Burger™ or representing the Odd Burger™ brand without the Franchisor’s prior written authorization. In such case, the domain name must be registered under the Franchisor's name, and the Area Representative’s use of Social Media must comply with the Franchisor's Social Media guidelines, if any, as set out in the Manual. The Area Representative will cancel or assign to the Franchisor on request registration of any domain name or Social Media account if the Area Representative fails to adhere to the Social Media guidelines or if the Franchisor later determines that the Area Representative's domain name or Social Media account creates consumer confusion regarding the Marks. At the Franchisor's request, the Area Representative must have any information deemed inappropriate by the Franchisor and not be in the best interest of the System removed from any website or Social Media platform the Franchisor deems not to be in the best interest of the System. The Area Representative may not dilute the Marks in any way by engaging in advertising or improper behaviour that may lessen the System's reputation. The Area Representative will not use the Marks in a manner that degrades, diminishes, or detracts from the goodwill associated with the Marks nor will the Area Representative use the Marks in a manner which is scandalous, immoral, or satirical. The Area Representative will promptly change the manner of such use upon the Franchisor’s request.

10.3 **Notice of Infringements and Claims**

The Area Representative will promptly notify the Franchisor of any claims or charges or any infringement, threatened infringement or piracy of any of the Marks, of any actual or intended common law passing off by reason of imitation or otherwise, as well as any other information that the Area Representative may have of any suspected infringement of the Marks. The Franchisor will then determine whether or not it wishes to take any action against the third party on account of the alleged infringement of the Franchisor’s Marks.The Area Representative will take no action with regard to such matters without the prior written approval of the Franchisor, but will cooperate fully with the Franchisor in any such action. All decisions regarding action involving the protection and defence of the Marks will be solely in the discretion of the Franchisor. The Franchisor will have the right to defend, compromise and settle the claim at its sole cost and expense, using its own counsel. The Area Representative grants irrevocable authority to the Franchisor, and appoints the Franchisor as the Area Representative's attorney in fact, to defend and/or settle all claims of this type. The Area Representative may participate at its own expense in the defense or settlement, but the Franchisor’s decisions with regard to the defense or settlement will be final.

10.4 **Ownership and Use Acknowledgement**

The Area Representative expressly understands and acknowledges each of the matters set out below.

(a) The Franchisor’s parent, Odd Burger Ltd., is the owner of the Marks and has granted the Franchisor an irrevocable and perpetual license to use the Marks, which license permits the Franchisor to grant franchisees of the System licenses to use the Marks in connection with the sale, establishment and operation of Odd Burger™ restaurants and area representative rights. All goodwill associated with and symbolized by the Marks is and will be owned by Odd Burger Ltd., the Franchisor and their other Affiliates.

(b) The Marks are valid and serve to identify the System and those who are licensed to operate a franchised business in accordance with the System, corporately owned businesses operating using the Marks and other businesses that are licensed to operate a business using the Marks other than by franchisee-franchisor relationship.

(c) The Area Representative will not directly or indirectly contest the validity or the ownership of the Marks.

(d) The Area Representative's use of the Marks pursuant to this Agreement does not give the Area Representative any ownership interest or other interest in or to the Marks.

(e) Any and all goodwill arising from the Area Representative's use of the Marks in connection with the AR Business in accordance with the System will accrue solely and exclusively to the Franchisor's benefit, and upon expiration or termination of this Agreement, no monetary amount will be paid or attributable to any goodwill associated with the Area Representative's use of the System or the Marks.

(f) The license and rights to use the Marks granted under this Agreement to the Area Representative are non-exclusive, and the Franchisor may:

(i) itself use, and grant franchises and licenses to others to use, the Marks and the System;

(ii) establish, develop and franchise other systems, different from the System licensed to the Area Representative in this Agreement, without offering or providing the Area Representative any rights in, to or under such other systems; and

(iii) modify or change, in whole or in part, any aspect of the Marks or the System so long as the Area Representative's rights are not materially harmed by such modification or change.

(g) The Franchisor reserves the right to substitute different names and Marks for use in identifying the System, the AR Business and other franchised businesses operating under the System and the Marks. The Area Representative agrees that at any time the Franchisor may direct the Area Representative to modify or discontinue the use of any Mark and/or adopt and use one or more additional or substitute Marks and that, under such circumstance, the Area Representative will be required promptly to comply with any of the Franchisor's directions or instructions at the Area Representative's sole cost and expense. The Franchisor will not be liable to the Area Representative for any other expenses, losses or damages sustained by the Area Representative as a result of any Mark addition, modification, substitution or discontinuation. The Area Representative waives any claim for any such expenses, losses or damages and covenants not to commence or join in any litigation or other proceeding against us for any of these other expenses, losses or damages.

(h) The Franchisor will have no liability to the Area Representative for any senior users which may claim rights to the Marks.

(i) The Area Representative will not register or attempt to register the Marks in the Area Representative's name or that of any other person, firm, entity or corporation.

ARTICLE 11 – ACCOUNTING AND RECORDS

11.1 Maintenance of Records

During the term of this Agreement, the Area Representative will maintain and preserve, for at least 7 years from the dates of their preparation, full, complete and accurate books, records and accounts in accordance with generally accepted accounting principles, in the form and manner designated by the Franchisor from time to time in the Manual or otherwise in writing, and in compliance with any laws or regulations applicable to the maintenance and preservation of such books, records and accounts.

11.2 Reports and Financial Information

The Area Representative will furnish the Franchisor such reports as the Franchisor may reasonably require from time to time. Without limiting the generality of the foregoing, and in addition to the report required pursuant to Sections 7.10 and 7.14 , and unless the Franchisor specifically exempts the Area Representative, the Area Representative will furnish to the Franchisor the following reports:

(a) by the 60th day after the expiration of each fiscal year of the Franchised Business, in a form approved by the Franchisor a complete annual financial statement (which may be unaudited) for the Area Representative prepared by an independent chartered or certified public accountant satisfactory to Franchisor, showing the results of operations of the Area Representative during such fiscal year; Franchisor reserves the right to require the financial statements described above to be audited by an independent chartered or Certified Public Accountant

(b) copies of all federal and state income and sales tax returns and payroll tax returns submitted by the Area Representative for any period; and

(c) any other reports, records and documents required to be maintained by the Area Representative pursuant to this Agreement.

Financial data of the Area Representative may be compiled and provided by the Franchisor to third parties, provided that the identity of the Area Representative will not be disclosed.

11.3 Additional Information

The Area Representative will also submit to the Franchisor, for review or auditing, such other forms, reports, records, information and data as the Franchisor may designate, in the form and at the time required by the Franchisor, upon request and as specified from time to time in the Manual or otherwise in writing.

11.4 Enquiry by the Franchisor

The Area Representative authorizes the Franchisor or its nominee to make enquiries of the Area Representative's bankers, suppliers, trade creditors, and customers as to their dealings with the Area Representative.

11.5 **Inspection**

The Franchisor or its designated agents will have the right at all times to examine the books, records, receipts, and tax returns and any other financial records and reports of the Area Representative. The Franchisor's right of examination will include the right to remove all such books, records, etc. for the purpose of photocopying, provided that any such books, records, etc. so removed will be returned promptly to the Area Representative. The Area Representative agrees to make any of these materials available for examination at its premises. Alternatively, the Franchisor may determine to conduct any such audit either at the Franchisor's offices or at the office of its designee and, if the Franchisor does, the Area Representative will be required to transmit some or all of the foregoing books and records to the Franchisor or its designee. In addition to the foregoing, the Franchisor may require the Area Representative to scan and electronically transmit to the Franchisor such volume of the above-referenced records, files and documents as will not unreasonably burden the AR Business.

11.6 **Release of Information.**

The Area Representative 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 which the Area Representative does business to disclose to the Franchisor any requested financial information in their possession relating to the Area Representative or the AR Business. The Area Representative authorizes the Franchisor to disclose data from Area Representative's reports, if the Franchisor determines, in its sole discretion, that such disclosure is necessary or advisable, which disclosure may include disclosure to prospective or existing franchisees or other third parties.

ARTICLE 12 – ADVERTISING

12.1 **Advertising**

Recognizing the value of advertising, and the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the System, the Area Representative agrees to the terms of this article.

12.2 **Submissions and Approval of Advertising**

All advertising by the Area Representative in any medium will be conducted in a dignified manner and will conform to the standards and requirements established from time to time by the Franchisor, either directly or through designated third party marketing and promotion service providers. The Area Representative will submit to the Franchisor or its designated supplier (through such electronic communication means as the Franchisor may from time to time determine), for its prior approval (except with respect to prices to be charged), samples of all advertising and promotional plans and materials that the Area Representative desires to use and that have not been prepared or previously approved by the Franchisor. If written disapproval of the proposed advertisement is not received by the Area Representative within 20 days from the date of receipt by the Franchisor of the materials, the Franchisor will be considered to have given the required approval. The Franchisor may, but is not required to, designate a third party marketing and promotion services supplier to fulfill its role under this Section 12.2, in which case the role of the Franchisor in receiving and approving proposed advertisements will be fulfilled by such designated supplier for so long as the Franchisor designates such supplier. If this right is exercised, the Franchisor will provide the Area Representative written notice advising the Area Representative of the designated third party supplier and the instructions for submitting advertisements to such third party for approval.

ARTICLE 13 – INSURANCE

13.1 Policies to be Obtained

The Area Representative will obtain, prior to the opening of the Franchised Business, and will maintain during the term of this Agreement at the expense of the Area Representative, an insurance policy or policies protecting the Area Representative and the Franchisor, their officers, directors, partners and employees, against any loss, liability, personal injury, death, or property damage or expense whatsoever from theft, vandalism, malicious mischief, and the perils included in the extended coverage endorsement arising or occurring upon or in connection with the AR Business. Any such policies will: contain a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving to the Franchisor thirty (30) days prior written notice, and will name the Franchisor and the Indemnitees as additional named insureds, contain no provision which in any way limits or reduces coverage for the Area Representative if there is a claim by one or more of the Indemnitees; extend to and provide indemnity for all obligations assumed by the Area Representative under this Agreement and all other items for which the Area Representative is required to provide indemnification under this Agreement; and, contain a waiver of subrogation rights against the Franchisor, the other Indemnitees, and any of the Franchisor's successors and/or assigns. The Area Representative will provide the Franchisor with proof of coverage upon request from time to time.

13.2 Scope of Coverage

Insurance policies will be written by an insurance company satisfactory to the Franchisor, or, in the case of a group insurance program, an insurance company designated by the Franchisor, in accordance with the minimum standards and specifications set out in the Manual or otherwise in writing. If Franchisor has not established minimum standards and specification, the Area Representative will consult with an insurance broker satisfactory to the Franchisor in order to determine appropriate policies and coverage limits for the AR Business. The Franchisor may from time to time reasonably determine and increase the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance standards, normal business practices, higher court awards and other relevant considerations.

The insurance coverages and amounts specified by the Franchisor (if any), reflect minimum required amounts and are not meant to reflect the actual insurance coverage needs of the Area Representative. It is the Area Representative's responsibility to carefully evaluate the insurance needs of the AR Business and to obtain the insurance coverages and amounts as necessary to satisfy those insurance needs.

13.3 Franchisor's Option to Obtain Insurance

Should the Area Representative, for any reason, fail to obtain or maintain the insurance required by this Agreement, as revised from time to time by the Manual or otherwise in writing, the Franchisor will have the right, at its option, to obtain such insurance and to charge that expense to the Area Representative, which charges, together with an administrative fee for the Franchisor's expenses in so acting, payable by the Area Representative immediately upon notice.

13.4 Franchisor's Option to Alter Insurance Program/Minimum Scope of Coverage

The Franchisor may from time to time reasonably determine and increase the minimum insurance limits and require different or additional kinds of insurance, whether as part of a group insurance program or as minimum coverage amounts, to reflect changes in insurance standards, normal business practices, higher court awards and other relevant considerations.

13.5 Area Representative to Report Claims

The Area Representative will promptly report all claims or potential claims against the Area Representative, the Franchisor or the AR Business to its insurer and the Franchisor. At least 10 days prior to commencing business, and annually after that time, the Area Representative will submit to the Franchisor a copy or certificate or other acceptable proof of its insurance.

13.6 Area Representative's Obligation to Inform Franchisor of Material Change in Operation

The Area Representative will as soon as practicable provide notice to the Franchisor and the Franchisor's insurance broker of any change in circumstances or operations, whether related to occupancy or operation of the AR Business, which may prejudice the rights of the insurer and preclude the Area Representative or Franchisor from being able to make an otherwise valid claim under the terms of the insurance policy or policies obtained pursuant to this article.

ARTICLE 14 – TRANSFER OF INTEREST

14.1 Transfer by the Franchisor

The Franchisor will have the right to transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity. The Area Representative agrees to execute any forms that the Franchisor may request to complete any such assignment by the Franchisor within 10 business days of receiving a written request to do so by the Franchisor.

The Area Representative agrees and affirms that the Franchisor may sell its company, its assets, its Marks and/or System to a third party; may go public; may engage in a private placement of some or all of its securities; may merge, acquire other business entities or be acquired by another business entity; and/or, may undertake a refinancing, recapitalization, securitization, leveraged buyout or other economic or financial restructuring. With regard to any such sale, assignment, merger, acquisition or financial activities, the Area Representative expressly and specifically waives any claims, demands or damages arising from the Franchisor's related to the substitution of its name, Marks (or any variation thereof) and System; the loss of association with the Franchisor or identification of the Franchisor as the "Franchisor" under this Agreement; and, any and all other claims, demands or damages arising from or related to such activities.

If the Franchisor assigns this Agreement, as provided herein, the Area Representative expressly agrees that immediately upon and following such assignment, the Franchisor will no longer have any obligation – directly, indirectly or contingently – to perform or fulfill the duties and obligations imposed upon "Franchisor" hereunder. Instead, all such duties and obligations will be performed solely by the Franchisor's assignee, and the Area Representative will never assert or contend otherwise.

14.2 **Transfer by the Area Representative**

The Area Representative understands and acknowledges that the rights and duties set out in this Agreement are personal to the Area Representative, and that the Franchisor has entered into this Agreement in reliance on the business skill and financial capacity of the Area Representative or, if the Area Representative is a business entity, of its shareholders, members or partners. Accordingly, neither the Area Representative nor any individual partnership, corporation or other legal entity which directly or indirectly controls the Area Representative, if the Area Representative is a corporation, nor any general partner or limited partner (including any corporation that controls, directly or indirectly, any general or limited partner) if the Area Representative is a partnership, will sell, assign, license, sublicense, transfer, convey, give away, pledge, mortgage, hypothecate or otherwise encumber any legal or beneficial interest, in whole or in part, in the Area Representative, in this Agreement, the Area Representative's rights, privileges or obligations under this Agreement, the Franchisee's rights to use the System, Marks, Confidential Information and/or Manual, in the AR Business or any of the assets employed by or in connection with the AR Business without the prior written consent of the Franchisor. Any purported assignment or transfer, by operation of law or otherwise, which does not have the prior written consent of the Franchisor, will be null and void and will constitute a material breach of this Agreement for which the Franchisor may terminate this Agreement without opportunity to cure. The Franchisor reserves the right to review and approve the terms of any security agreement or other document granting a security interest in any of the assets or interests described in this Section, which approval shall be in writing. In connection therewith, the secured party will be required by the Franchisor to agree that in the event of any default by the Area Representative under any documents related to the security interest, the Franchisor shall have the right and option to be substituted as obligor to the secured party and to cure any default of the Area Representative.

14.3 **Notice of Purchase Offer**

The Area Representative or any party holding any interest in the Area Representative or in the AR Business (referred to in this ARTICLE 14 as the "**Seller**") who desires to accept any valid arm's length offer from a third party to purchase its interest in the Area Representative, the AR Business or any assets of the Area Representative or of the AR Business (referred to in this ARTICLE 14 as the "Assets to be Sold") will deliver to the Franchisor:

(a) a notice of the offer (referred to in this ARTICLE 14 as the "**Offer**");

(b) a complete copy of the Offer;

(c) a copy of the Area Representative's most current financial statements for the financial year just completed, and internal financial statements current to within 60 days;

(d) the Franchisor's standard franchise application form completed by the proposed transferee; and, a $2,000 non-refundable payment to the Franchisor for considering the request for the transfer (this payment will be applied toward the amount payable under Section 14.6(m) in the event that the Franchisor does not exercise its right of first refusal under this Section).

14.4 Franchisor's Right of First Refusal

The Franchisor will have the option, exercisable within 30 days after receipt of all material set out in Section 14.3, to send written notice to the Seller that the Franchisor or its nominee intends to purchase the Seller's interest in the Assets to be sold on the same terms and conditions set out in the Offer. Any change in the terms of the Offer prior to closing will constitute a new offer subject to the same rights of first refusal by the Franchisor or its nominee as in the case of an initial offer. Failure of the Franchisor to exercise the option afforded by this Section will not constitute a waiver of any other provision of this Agreement. In the event that the Franchisor exercises its first right of refusal in accordance with this Section, the amount of the purchase price payable will be reduced by the amount of any commission or fee that would otherwise have been payable to any broker, agent or other intermediary in connection with the sale of the Assets to be Sold to the proposed transferee. Notwithstanding anything to the contrary in the Offer, where the terms of purchase of the Assets to be Sold include any financing terms, the Franchisor will have the option to pay the entire consideration in cash on closing; and, the Franchisor may advance the closing date to any date prior to the closing date stipulated in the Offer.

14.5 Sale Where Right of First Refusal Not Exercised

In the event that the Franchisor does not exercise its right of first refusal under this Section, then the Seller may sell its interest in the Assets to be Sold, provided that the sale is completed within 90 days from the last day on which the Franchisor could have exercised its first right of refusal. If the proposed sale is not completed within the said 90 day period, then the Franchisor's first right of refusal under this Section will revive automatically and continued in full force.

14.6 Pre-Conditions to Transfer

Prior to the completion of any proposed transfer, the Franchisee must fulfil all of the terms of the Franchisor's transfer policy in effect at the time of transfer, including each of the following material pre-conditions.

(a) The proposed transferee or an Affiliate of the proposed transferee is not, in the discretion of the Franchisor, a competitor of the Franchisor or the System, nor in any way affiliated with a Competitive Business.

(b) If the proposed transferee entity is to be a business entity, then it will be a newly organized corporation and copies of all organizational documents, including any shareholders/limited liability company agreement, will be delivered to the Franchisor. The organizational documents will restrict the business that the corporation may carry on to the operation of an Odd Burger™ area representative business.

(c) All obligations, monetary or otherwise, of the Area Representative or of the principals of the Area Representative to the Franchisor, and Affiliates and suppliers of the Franchisor will have been satisfied in full.

(d) The Area Representative or transferor, as the case may be, will have executed a General Release in the form of Schedule 4 under seal of any and all claims against the Franchisor and its officers, directors, shareholders and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local law.

(e) The proposed transferee will enter into a written agreement, under seal, and in a form satisfactory to the Franchisor, assuming and agreeing to discharge all of the Area Representative's obligations under this Agreement. Concurrently with the execution of such agreement and (if applicable) new area representative agreement by the proposed transferee, the Franchisor will release the Area Representative from all future obligations under the Area Representative Agreement with the exception of those expressly stated to survive its termination, expiration or transfer by the Area Representative.

(f) As of the date of the of the Offer and as of the effective date of transfer there shall be no default in the performance or observance of any of the Area Representative's obligations under this Agreement or any other agreement between the Area Representative and the Franchisor or any Affiliate or supplier thereof;

(g) The Area Representative will not be in default of any provision of this Agreement or any other agreement between the Franchisor or any Affiliate of the Franchisor and the Area Representative.

(h) The proposed transferee and its principals will demonstrate to the Franchisor's satisfaction that they: meet the Franchisor's managerial and business standards; possess experience in soliciting and providing support to franchisees; possess good moral character, business reputation, and credit rating; have the aptitude and ability to conduct the AR Business (as may be evidenced by prior related business experience or otherwise); and have adequate financial resources and capital to operate the AR Business.

(i) The purchase price to be paid to the Area Representative by the proposed transferee, or if applicable, the proposed encumbrance and debt associated therewith is reasonable in the circumstances having regard to the debt and interest charges being acquired or already in existence.

(j) The proposed transferee will execute (and/or, upon the Franchisor's request, cause all interested parties to execute) such then-current standard form area representative agreement and other supporting documents as the Franchisor may require for the AR Business, which will supersede in all respects this Agreement, and which may differ materially from the terms of this Agreement, including a different fee structure.

(k) At the proposed transferee's expense and upon such other terms and conditions as the Franchisor may reasonably require, the Franchisor may require the proposed transferee, the proposed transferee's Operating Principal and new management employees to complete the training course then in effect for the franchisees in the same manner and upon the same terms as the initial training.

(l) If the proposed transferee is a business entity, then the shareholders, members, directors and officers of the proposed transferee will provide their personal guarantee of all of the Area Representative's obligations under this Agreement and any other agreement between the Franchisor and the Franchisee.

(m) Prior to the granting of approval for the transfer of the Franchisee’s interest in this Agreement, the Franchisor will be paid in full a transfer fee of $5,000, plus all legal fees and other direct costs incurred by the Franchisor in processing and effecting such transfer and all applicable taxes, which amounts will be non-refundable.

(n) Prior to the granting of approval for the transfer of the Area Representative's interest in this Agreement and at the Franchisor’s discretion, considering the skill level and relevant experience of the proposed transferee, the Franchisor will be paid in full a training fee in an amount reasonably determined by the Franchisor based upon the skill level and relevant experience of the proposed transferee, but not to exceed $2,500 per person attending the training.

14.7 **Transfer Upon Death or Permanent Incapacity**

Upon the death or deemed incapacity of any person with any interest in the AR Business or in the Area Representative or upon the dissolution or winding up of the Area Representative that is a partnership or corporation, the executor, administrator, personal representative or trustee of such person or entity will transfer his or its interest to a third party approved by the Franchisor within 4 months of the death or deemed incapacity. Such transfers, including without limitation, transfers by devise or inheritance, may be subject to any conditions the Franchisor may reasonably impose.

14.8 **Non-Waiver of Claims**

The Franchisor’s consent to a transfer or assignment of any interest in the AR Business will not constitute a waiver or release of any claims it may have against the transferring party, nor will it be considered a waiver or release of the Franchisor’s right to demand exact compliance with any term of this Agreement by the proposed transferee.

14.9 **Reasonableness**

The Area Representative acknowledges and agrees that each and all of the conditions of transfer set out in this ARTICLE 14 which must be met by the Area Representative and the proposed transferee are necessary and reasonable to assure full performance of the Area Representative and proposed transferee’s obligations under this Agreement.

ARTICLE 15 – DEFAULT AND TERMINATION

15.1 **Termination Prior to Opening**

The Franchisor will have the right to terminate this Agreement effective upon delivery to the Area Representative of written notice of termination, upon the occurrence of any of the events listed below:

(a) The Area Representative fails to obtain or make application for all federal, state or local licenses, permits and certifications required by the Franchisor before commencing operation of the AR Business.

(b) The Franchisor determines that the Area Representative and/or other designate has not satisfactorily completed the pre-opening training programs to its satisfaction pursuant to Section 8.2 or that the Area Representative has not demonstrated the qualities and abilities necessary for the successful operation of the AR Business.

(c) Any condition included in this Agreement or any Schedule, whether for the benefit of the Area Representative or the Franchisor, is not satisfied within 30 days of the date of execution of this Agreement (or such longer period as may be fixed in writing by the Franchisor).

(d) Area Representative fails to commence operations of the AR Franchised Business within 3 months from execution of this Agreement.

15.2 **Default with No Opportunity to Cure**

The Area Representative will be considered to be in default and the Franchisor may, at its option, terminate this Agreement without affording the Area Representative any opportunity to cure the default, effective immediately, upon the occurrence of any of the events listed below.

(a) The Area Representative or any officer, shareholder, member, director, partner or key employee, agent or independent contractor is convicted of a criminal offence or any other crime or offence that is reasonably likely, in the opinion of the Franchisor, to adversely affect the System, the Mark, the goodwill associated with them, or the Franchisor's interest in them.

(b) The Area Representative or any officer, shareholder, director, partner or key employee, agent or independent contractor breaches any restrictive covenant given in favour of the Franchisor, included those set out in ARTICLE 9 Agreement and if any such person discloses or divulges the contents of the Manual or other trade secrets or confidential information provided to the Area Representative by the Franchisor.

(c) An approved transfer is not completed within the designated time following the death or Incapacity of any person with any interest in the AR Business or in the Area Representative or upon the dissolution of the Area Representative that is a business entity, with a person approved by the Franchisor.

(d) An order is made or resolution passed for the winding up, dissolution, or the liquidation of the Area Representative.

(e) The Area Representative becomes insolvent or makes a general assignment for the benefit of creditors, or if an assignment in bankruptcy is filed by the Area Representative or a petition is filed against and consented to by the Area Representative, or if the Area Representative becomes a bankrupt, or proceedings for the appointment of a receiver or receiver/manager or other custodian (permanent or temporary) of the Area Representative or of the AR Business or any portion of the AR Business is appointed by any court or creditor of the Area Representative or the AR Business or if proceedings for a proposal to the creditors of the Area Representative or the AR Business under any federal, state or foreign law should be instituted by or against the Area Representative.

(f) Any execution, seizure, attachment or similar process is issued against the Area Representative or any creditor of the Area Representative takes any action or proceeding whereby the business premises of the AR Business or any of the fixtures, furnishings or property on those premises is taken or seized, unless such execution, attachment or seizure is set aside, discharged or abandoned within 7 business days after its commencement.

(g) The Area Representative attempts to make any bulk sale, sale of an enterprise or to remove any part of the fixtures, furnishings or inventory from the business premises of the AR Business other than in the normal course of business.

(h) The Area Representative abandons, surrenders or fails to carry on normal business operations of the AR Business within the Territory for 3 or more consecutive days in any calendar year, excluding public holidays except where appropriate arrangements have been made for the ongoing management of the AR Business, which arrangements have been pre-approved in writing by the Franchisor.

(i) Any legal or beneficial interest in this Agreement, the Area Representative or any assets of the AR Business is or are transferred without full compliance with the requirements of this Agreement, or the Area Representative purports to transfer any rights or obligations under this Agreement to any third party without the Franchisor's prior written consent, or otherwise contrary to the terms of this Agreement.

(j) The Area Representative knowingly maintains false books or records or submits any false statements, applications or reports to the Franchisor.

(k) The Area Representative engages in conduct that constitutes a misrepresentation or a deceptive or unlawful act or practice in connection with its operation of the AR Business.

(l) Any other franchise agreement issued to the Area Representative or any principal of the Area Representative, whether or not issued pursuant to this Agreement, is terminated for any reason whatsoever.

(m) The Area Representative receives 3 or more notices of default under this Agreement within a 24 month period during the term of this Agreement.

(n) The Area Representative fails, refuses or neglects to pay any monies owing to the Franchisor or its subsidiaries, Affiliates or suppliers when due, within 3 business days after receiving written notice from the Franchisor to cure the default.

(o) The Area Representative submits any report, financial statement, tax return, schedule or other information or supporting records required by this Agreement, more than 3 business days after the date for delivery as required on 2 or more occasions during the term of this Agreement.

(p) The Area Representative operates the AR Business in a manner that presents a public health or safety hazard to its customers, employees or the public and such manner of operation continues uncorrected after notice to correct same from the Franchisor is delivered to the Area Representative.

(q) If the continuance, in whole or in part, of the business contemplated by this Agreement in a normal, profitable manner is impaired by present or future legislative enactments or regulations, or by interpretations of any such legislation or regulations, or the actions of any civil or military authority, or acts of God, war, or civil disorders.

(r) The Area Representative sells the AR Business in accordance with the provisions of ARTICLE 14. In such case:

(i) the Area Representative and each Guarantor named in Schedule 2 will remain bound by all provisions of this Agreement intended to survive its termination or expiration, including all provisions of ARTICLE 9; and

(ii) the Area Representative will not be entitled to repayment of any portion of the Area Representative Fee paid under Section 5.1 in respect of the balance of the Term then outstanding.

(s) The Area Representative negotiates, sells or signs any Franchise Agreement with a Franchisee on behalf of the Franchisor; offers a franchise or solicits a franchisee in a state where the Franchisor has not yet confirmed that it has secured a franchise registration or applicable exemption therefrom; or, sublicenses or attempts to sublicense the rights herein in violation of this Agreement.

(t) The Area Representative fails to satisfy the development quota (including with respect to both new Franchised Businesses and average annual sales of Franchised Businesses in the Territory).

15.3 **Default with 30 Day Opportunity to Cure**

The Area Representative will have 30 days after its receipt from the Franchisor of a written notice of termination within which to remedy any default described in this Section and provide evidence of compliance to the Franchisor. If any such default is not cured within that time, this Agreement, at the Franchisor’s option, will terminate without further notice to the Area Representative effective immediately upon the expiration of the 30 day period. The Area Representative will be in default for any failure to comply substantially with any of the requirements imposed by this Agreement, as it may from time to time be supplemented by updates to the Manual, or for any failure to carry out the terms of this Agreement in good faith. Such defaults will include, without limitation, the occurrence of any of the events listed below.

(a) The Area Representative, by act or omission, permits a continued violation in connection with the operation of the AR Business of any law, ordinance, rule or regulation of a governmental agency, for a period of 10 days after notification of noncompliance in the absence of a good faith dispute over its application or legality and without promptly resorting to an appropriate administrative or judicial forum for relief from compliance.

(b) The Area Representative misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated with them or the Franchisor's rights in them.

(c) The Area Representative engages in any business or markets any service or product under a name or mark which, in the Franchisor's opinion, is confusingly similar to the Marks.

(d) The Area Representative is unable to obtain, maintain or renew any license or permit required for the operation of the AR Business by any governmental authority, or if such license or permit is revoked or suspended, regardless of the cause or reason for such revocation or suspension.

(e) The Area Representative fails to maintain adequate working capital, as reasonably established from time to time by the Franchisor, in the AR Business.

(f) The Area Representative fails to comply with its duties set out in this Agreement, or fails to perform any obligation owing to the Franchisor or to observe any covenant or agreement made by the Area Representative, whether such obligation, covenant or agreement is set forth in this Agreement or in any other agreement with the Franchisor including, but not limited to, any other franchise agreement by and between the Franchisor and the Area Representative or any entity related to the Franchisor.

(g) The Area Representative fails to maintain and submit on time to the Franchisor all reports required pursuant to this Agreement, including but not limited to, financial statements, periodic and other reports reasonably required hereunder.

(h) The Area Representative and its employees fail to attend and successfully complete any mandatory training program.

(i) The Area Representative fails to maintain and adequately enforce any of the standards or procedures designated by the Franchisor in this Agreement, the Manual, any other franchise agreement between the Franchisor and the Area Representative or any other agreements between the parties, or otherwise in writing.

ARTICLE 16 – AREA REPRESENTATIVE'S OBLIGATIONS UPON TERMINATION

16.1 **Area Representative's Obligations**

Upon termination or expiration, this Agreement will terminate immediately, and the Area Representative will observe and perform each and every one of the provisions set out below.

(a) The Area Representative will immediately cease to operate the AR Business and will not, directly or indirectly, represent to the public or hold itself out as a present or former area representative of the System.

(b) The Area Representative will immediately and permanently cease to use, in any manner whatsoever, any equipment, format, confidential method, program, literature, procedure and technique associated with the System, the name Odd Burger™ and any Marks, forms, slogans, signs, symbols or devices associated with the System. In particular, the Area Representative will cease to use, without limitation, all signs, fixtures, furniture, equipment, advertising materials or promotional displays, paper goods, stationery, program material, forms and any other articles which display the Marks associated with the System, and will immediately return all such material to the Franchisor at the Area Representative's own expense.

(c) The Area Representative will take such action as may be necessary to cancel any assumed name or equivalent registration which contains the Marks or any other trademark, trade name or service mark of the Franchisor, and the Area Representative will furnish the Franchisor with evidence satisfactory to the Franchisor of compliance with this obligation within 15 days after termination or expiration of this Agreement. If the Area Representative fails or refuses to do so, the Franchisor may, in the Area Representative's name, on the Area Representative's behalf and at the Area Representative's expense, execute any and all documents necessary to cause discontinuance of the name Odd Burger™ or any related name used under this Agreement and the Franchisor is hereby irrevocably appointed by the Area Representative as its attorney to do so.

(d) The Area Representative will acknowledge and not contest the Franchisor's right to grant other area representative franchises and/or to continue to operate the System in the Territory, including with and Franchisees formerly served by the Area Representative.

(e) The Area Representative will within 3 days of demand pay all sums owing to the Franchisor and its subsidiaries, Affiliates and suppliers. In the event of termination for any default of the Area Representative, such amounts will include all damages, costs and expenses, including reasonable legal fees, incurred by the Franchisor as a result of the default, together with interest at the Interest Rate, which obligation will give rise to and remain, until paid in full, a lien in favour of the Franchisor against any and all of the personal property, machinery, fixtures, equipment and inventory owned by the Area Representative at the time of the default. If the Area Representative is then indebted to the Franchisor by way of loan, mortgage, arrears or otherwise, all such indebtedness and obligations will be accelerated and become immediately fully due and payable.

(f) The Area Representative will pay to the Franchisor all of the Franchisor's damages, costs and expenses, including legal fees and costs, whether legal proceedings are commenced or not, incurred by the Franchisor in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement, whether incurred prior or subsequent to the termination or expiration of this Agreement.

(g) The Area Representative will immediately turn over to the Franchisor all copies of all materials in the Area Representative's possession including the Manual, all records, files, instructions, correspondence, agreements, disclosure statements and any and all other materials relating to the operation of the AR Business in the Area Representative's possession (all of which are acknowledged to be the Franchisor's property), and will not retain any copy or record of any of those materials, excepting only the Area Representative's copy of this Agreement and of any correspondence between the parties and any other documents which the Area Representative reasonably needs for compliance with any provision of law. The foregoing applies to all materials, irrespective of how such materials are possessed, stored or accessed by the Area Representative, and expressly includes any materials stored or accessed electronically.

(h) The Area Representative will fully cooperate with any exercise by the Franchisor of its option to purchase the tangible assets of the Area Representative upon termination, including execution and delivery of all transfer documentation, and delivery of all tangible assets to be purchased.

(i) The Area Representative will promptly notify the appropriate telephone companies, internet service providers, domain name registrars, Social Media platforms, and all listing agencies of the termination or expiration of its right to use any e-mail and internet addresses, websites, domain names, Social Media accounts and search engine identifiers, telephone numbers and any regular, classified or other telephone directory listings associated with any Marks and will authorize transfer of those numbers, registrations, accounts and listings to, or to the direction of the Franchisor. The Area Representative agrees to execute updated letters of direction to any telephone company, internet service provider, domain name registrar, Social Media platforms, and any listing agency directing termination and/or transfer of the Area Representative's right to use any telephone number, e-mail and internet addresses, websites, domain names and search engine identifiers, Social Media accounts and all telephone and facsimile numbers and directory listings associated with the Marks, which the Franchisor may hold until termination or expiration of in this Agreement. The Area Representative acknowledges that as between the Franchisor and the Area Representative, the Franchisor has the sole right to and interest in all e-mail and internet addresses, websites, domain names and search engine identifiers, Social Media accounts telephone and facsimile numbers and directory listings associated with any Marks. The Area Representative authorizes the Franchisor, and hereby appoints the Franchisor and any officer of the Franchisor as its attorney, to direct the appropriate telephone company and all listing agencies to transfer all such numbers, registrations, accounts and listings to the Franchisor upon termination of this Agreement. The Area Representative will not use any telephone numbers, Internet addresses, domain names, or Social Media accounts associated with AR Business after the termination or expiration of this Agreement.

(j) The Area Representative will do or cause to be done all matters or things as may be reasonably necessary to secure to the Franchisor the full right, use and enjoyment of all licenses and/or accreditation, or applications for licenses and accreditation in effect at the time of termination or expiration of this Agreement and any contracts in effect or under negotiation at that time. Upon termination or expiration of this Agreement, the Area Representative will be deemed, at the Franchisor's option, to have assigned and/or transferred to the Franchisor any and all such licenses, accreditation, applications and contracts. For this purpose, the Area Representative irrevocably appoints the Franchisor and any officer of the Franchisor as its attorney to execute and deliver on its behalf any assignment or transfer of other documents required in order to complete the assignment and transfer of any such license, accreditation or contracts.

(k) The Area Representative will execute any legal document that may be necessary to carry out any termination provided for in this Agreement and will furnish to the Franchisor, within 30 days after the effective date of termination, written evidence satisfactory to the Franchisor of the Area Representative's compliance with the obligations set out in this article.

(l) Other than as specifically set out in this article, the Area Representative will have no interest in the AR Business upon termination or expiration of this Agreement, provided that the Area Representative will continue to be bound by any obligation set out in this Agreement which is expressed or intended to survive the termination or expiration of this Agreement.

16.2 **Description of Default**

The description of any default in any notice that the Franchisor transmits to the Area Representative will in no way preclude the Franchisor from specifying additional or supplemental defaults under this Agreement or any related agreements in any action, proceeding, hearing or lawsuit relating to this Agreement or the termination of this Agreement.

16.3 **The Failure to Cure Constitutes the Franchisee's Termination of This Agreement**

The Area Representatives failure to timely cure any material breach of this Agreement committed by the Area Representative following the Franchisor's notice to the Area Representative that it has committed a breach of this Agreement and granting the Area Representative an opportunity to cure said breach, will be irrevocably deemed to constitute the Area Representative's unilateral rejection and termination of this Agreement and all related agreements between the Area Representative and the Franchisor or its affiliates, notwithstanding that a formal notice of such termination(s) ultimately issues from the Franchisor, and the Area Representative shall never assert or contend otherwise.

16.4 **Cross Default**

Any default by the Area Representative of any other agreement between the Franchisor and the Area Representative will be deemed a default under this Agreement, and any default by the Area Representative of this Agreement will be deemed a default under any and all other agreements between Franchisor and the Area Representative. If the nature of such default under any other agreement would have permitted the Franchisor to terminate this Agreement had said default occurred under this Agreement, the Franchisor will have the right to terminate this Agreement as if such default occurred under this Agreement. For purposes of this Section, an agreement between the Franchisor or an Affiliate of the Franchisor and the Area Representative or the Area Representative's partner, shareholder, member, manager, executive officer or Affiliate will be deemed an agreement between the Franchisor and the Area Representative.

16.5 **Goodwill**

Upon termination or expiration of this Agreement, the Area Representative will receive no payment or adjustment whatsoever for any goodwill the Area Representative may have established either prior to or during its operation of the AR Business.

16.6 **Continuance of Business Relations**

Any continuance of business relations between the Area Representative and the Franchisor after the termination or expiration of this Agreement will not constitute, and may not be construed as, a reinstatement, renewal, extension or continuation of this Agreement unless the Area Representative and an authorized officer of Franchisor agree in writing to any such renewal, extension or continuation.

16.7 **Notice Required By Law**

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

ARTICLE 17 – CHANGES AND MODIFICATIONS

17.1 **Franchisor's Rights to Modify System, etc.**

The Franchisor reserves and will have the sole right to make changes in the Manual, the System, and the Marks at any time and without prior notice to the Area Representative. The Area Representative will promptly alter any signs, products, menu items, suppliers, business materials, services provided, methods of operation or related items (and will enforce such alterations or modifications with the Franchisees), at its sole cost and expense, upon receipt of written notice of such change or modification in order to conform to the Franchisor's revised specifications. In the event that any improvement or addition to the Manual, the System, or the Marks is developed by the Area Representative, then the Area Representative grants to the Franchisor an irrevocable, world-wide, exclusive, royalty-free license, with the right to sub-license such improvement or addition.

17.2 **Scope of Change or Modification**

The Area Representative understands and agrees that due to changes in competitive circumstances, presently unforeseen changes in the needs of customers, and/or presently unforeseen technological innovations, the Franchisor's System must not remain static, in order that it best serve the interests of the Franchisor, all franchisees and the System. Accordingly, the Area Representative expressly understands and agrees that the Franchisor may from time to time change the components of the System, including but not limited to: altering the programs, products, services, methods, standards, forms, policies and procedures of the System; adding to, deleting from or modifying the programs, products and services that the AR Business is authorized to offer; and changing, improving or modifying the Marks. The Area Representative agrees to adopt and abide by all such modifications, changes, additions, deletions and alterations at its sole expense.

ARTICLE 18 – STATUS OF PARTIES

18.1 **Independent Contractor**

This Agreement does not create a fiduciary relationship. The Area Representative will be an independent contractor. Nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose whatsoever. The Area Representative understands that this is a new business venture, and neither the Franchisor, nor any of its Affiliates (or any of the Franchisor's or their officers, directors, managers, employees, agents or salespersons) or representatives make any assurances as to the Franchisor success.

18.2 **Holding Out to Public**

During the term or any renewal of this Agreement, the Area Representative will hold itself out to the public as an independent contractor operating the AR Business pursuant to a license from the Franchisor. The Area Representative agrees to take such affirmative action as may be necessary to do so, as the Franchisor may specify in the Manual or otherwise in writing.

18.3 **No Liability**

It is understood and agreed that nothing in this Agreement authorizes the Area Representative to make any contract, agreement, warranty or representation on the Franchisor's behalf, or to incur any debt or other obligation in the Franchisor's name, and that the Franchisor will in no event assume liability for, or be considered liable as a result of, any such action, or by reason of any act or omission of the Area Representative in its conduct of the AR Business or any claim or judgment against the Area Representative. The Area Representative will indemnify and hold the Franchisor harmless against any and all claims arising directly or indirectly from, as a result of, or in connection with the Area Representative's operation of the AR Business, as well as the costs, including legal fees, of defending against them.

18.4 **Identification**

The Area Representative will conspicuously identify itself and the AR Business and in all dealings with its Franchisees, clients, contractors, suppliers, public officials and others, as an independent area representative franchisee of the Franchisor, and will place such notice of independent ownership on all forms, business cards, stationery, advertising, signs, cheques and other materials and in such fashion as the Franchisor may, in its sole discretion, require from time to time in the Manual or otherwise.

ARTICLE 19 – ADDITIONAL REMEDIES

19.1 Remedies

No right or remedy conferred upon or reserved to the Franchisor by this Agreement is intended to be, nor will be considered, exclusive of any other right or remedy under this Agreement or by law or equity provided or permitted, but each will be in addition to every other right or remedy.

19.2 No Liability

The Franchisor will not be responsible or otherwise liable for any injury, loss, or damage resulting from, occasioned to or suffered by any person or persons or to any property because of services or products sold or otherwise provided by it to the Area Representative. The sole responsibility of the Franchisor relative to any third party supply of goods and services is to use ordinary care in the selection of all such supplies and suppliers. The Franchisor will not have any liability whatsoever to the Area Representative or others claiming by or through the Area Representative for any damages of any nature, kind, extent or degree whatsoever, and howsoever caused, whether or not foreseeable.

19.3 Indemnification of the Franchisor

The Area Representative agrees, during and after the term of this Agreement, that it will, at its sole cost, at all times defend the Franchisor, any Affiliate of the Franchisor, the affiliates, subsidiaries, successors, assigns and designees of each; and, the officers, directors, managers, employees, agents, attorneys, shareholders, owners, members, designees and representatives of all of the foregoing (the Franchisor and all others referenced above being the "**Indemnitees**"), and indemnify and hold harmless the Franchisor and the Indemnitees to the fullest extent permitted by law, from all claims, losses, liabilities and costs incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether any of the foregoing is reduced to judgment) or any settlement of the foregoing, which actually or allegedly, directly or indirectly, arises out of, is based upon, is a result of or is related in any way to any element of the Area Representative's establishment or operation of the AR Business; breach, violation, or non-performance of this Agreement; franchise solicitation; any violation of data protection laws, rules and regulations; any claims that the Franchisor is the employer, joint-employer or co-employer of the Area Representative or its employees; any crimes committed on or near any of the premises, facilities of the AR Business or vehicles used by the AR Business; all acts, errors, neglects or omissions engaged in by the Area Representative, its contractors or subcontractors, as well as any third party, arising out of or related to the AR Business, whether or not any of the foregoing was approved by the Franchisor; all acts, errors, neglects or omissions of the Area Representative or the AR Business and/or the owners, officers, directors, management, employees, agent, servants, contractors, partners, proprietors, affiliates or representatives of the Area Representative or the AR Business (or any third party acting on the Area Representative's behalf or at the Area Representative's direction), whether in connection with the AR Business or otherwise, including (without limitation) any property damage, injury or death suffered or caused by any delivery person or vehicle serving the AR Business; all liabilities arising from or related to the Area Representative's offer and/or delivery of services as contemplated by this Agreement; and, any action by any customer or visitor of the Area Representative to any facility of the AR Business.

As used above, the phrase “claims, losses, liabilities and costs” includes all claims; causes of action; fines; penalties; liabilities; losses; compensatory, exemplary, statutory or punitive damages or liabilities; costs of investigation; lost profits; court costs and expenses; reasonable attorneys’ and experts’ fees and disbursements; settlement amounts; judgments; compensation for damage to the Franchisor’s reputation and goodwill; costs of or resulting from delays; travel, food, lodging and other living expenses necessitated by the need or desire to appear before (or witness the proceedings of) courts or tribunals (including arbitration tribunals), or government or quasi-governmental entities (including those incurred by Indemnitees’ attorneys and/or experts); all expenses of recall, refunds, compensation and public notices; and, other such amounts incurred in connection with the matters described. All such losses and expenses incurred under this indemnification provision will be chargeable to and paid by the Area Representative pursuant hereto, regardless of any actions, activity or defense undertaken the Franchisor or the subsequent success or failure of the actions, activity or defense.

Specifically excluded from the indemnity the Area Representative gives hereby is any liability associated with the Franchisor’s or the other Indemnitees’ gross negligence, willful misconduct or criminal acts (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to the Area Representative).

The Area Representative agrees to give the Franchisor written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any Indemnitee within three (3) days of the Franchisee’s actual or constructive knowledge of it. At the Area Representative's expense and risk, the Franchisor may elect to assume (but under no circumstance will the Franchisor be obligated to undertake) the defense and/or settlement of the action, suit, proceeding, claim, demand, inquiry or investigation. However, the Franchisor will seek the Area Representative's advice and counsel and keep the Area Representative informed with regard to the defense or contemplated settlements. The Franchisor’s undertaking of defense and/or settlement will in no way diminish the Area Representative's obligation to indemnify the Franchisor and the other Indemnitees and to hold the Franchisor and them harmless.

The Franchisor will have the right, at any time it considers appropriate, to offer, order, consent or agree to settlements or take any other remedial or corrective actions it considers expedient with respect to the action, suit, proceeding, claim, demand, inquiry or investigation if, in its sole judgment, there are reasonable grounds to do so. Under no circumstance will the Franchisor or the other Indemnitees be required to seek recovery from third parties or otherwise mitigate its or their losses to maintain a claim against the Area Representative. The Area Representative agrees that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by the Franchisor or the other Indemnitees from the Area Representative. The indemnification obligations of this Section will survive the expiration or sooner termination of this Agreement.

19.4 **Joint and Several Liability**

If two or more individuals, corporations, partnerships or other entities (or any combination of two or more of them) signs or is subject to the terms and conditions of this Agreement as Area Representative, or guarantees the obligations of the Area Representative hereunder, the liability of each of them under this Agreement will be considered to be joint and several.

19.5 **Franchisor May Cure Default**

In addition to all other remedies granted in this Agreement, if the Area Representative defaults in the performance of any of its obligations or breaches any term or condition of this Agreement or any related agreement, the Franchisor may, at its sole option immediately or at any time thereafter, without waiving any claim for breach and without notice to the Area Representative, cure such default for the account of and on behalf of the Area Representative. The entire cost to the Franchisor of curing any such default is due and payable on demand.

19.6 **Franchisor May Continue Business**

In the event that this Agreement is terminated or expires, the Franchisor may, at its option, grant other area representative franchises and continue to allow Franchisees to operate within the Territory by reassuming the responsibilities assumed by the Area Representative hereunder.

19.7 **Operation of the Franchised Business by the Franchisor**

In order to prevent any interruption of the business of the AR Business or any injury to its goodwill and reputation that would cause harm to the Franchised Business and thereby lower its value, the Area Representative authorizes the Franchisor, and at the option of the Franchisor, to operate and manage the AR Business in the event that:

(a) the Area Representative or any of the Area Representative's principals, shareholders or partners is absent or incapacitated by reason of illness or death and that the Area Representative is not, therefore, in the opinion of the Franchisor, able to carry on the normal operation of the AR Business; or

(b) upon the happening of some event which affects the Area Representative or any of the principals, shareholders, partners or employees of the Area Representative, which interferes with the normal operation of the AR Business,

for so long as the Franchisor considers necessary and practical, and without waiver of any other rights or remedies the Franchisor may have under this Agreement. In the event that the Franchisor should operate the AR Business, the Franchisor will not be obliged to continue to do so and may in fact discontinue such operation at any time and without notice. All revenues from the operation of the AR Business during such period of operation by the Franchisor will be kept separate for the account of the Area Representative and all expenses, including reasonable compensation and expenses for the Franchisor's representative, will be charged to the Area Representative. If the Franchisor elects to temporarily operate the AR Business on behalf of the Area Representative, the Area Representative will indemnify and hold harmless the Franchisor from any loss or deficit suffered by the Franchisor as a result of its temporary operation of the AR Business, regardless of the cause, and from any and all claims, losses or damages of any nature whatsoever incurred by the Franchisor and its representatives during such operation.

19.8 **Franchisor's Option to Purchase**

In the event of the expiry of this Agreement without renewal or the termination of this Agreement for any reason including, but not limited to, a default under ARTICLE 15, the Franchisor will have the option for a period of 45 days following the date of non-renewal or termination to purchase the Area Representative's interest in the tangible assets of the AR Business (including, but not limited to, all of the Area Representative's right, title and interest equipment, products, supplies, client accounts, contract rights, client and vendor lists, work in progress and other business assets) at the current fair market value of those assets. If the Area Representative and the Franchisor cannot agree on fair market value within 10 business days, an independent appraiser will be designated by each of the Franchisor and the Area Representative and an average of the two appraised values will be binding. The appraised values will exclude any and all consideration for goodwill or a going concern value created by the Marks and the System, or for any goodwill the Area Representative may have established whether prior to or during its operation of the AR Business. In the event that the Franchisor elects to purchase the Area Representative's interest, the Area Representative will also execute an assignment of any applicable commercial lease used solely for the operation of the AR Business if requested by the Franchisor. If the Franchisor elects to exercise its option to purchase provided in this Section, it will have the right to set off all amounts due from the Area Representative under this Agreement or any agreement between the Area Representative and the Franchisor relating to the AR Business and the cost of appraisal, if any, against any payment. In the event the Franchisor exercises this option, the Area Representative will, upon presentation of payment for the assets being purchased, deliver a bill of sale with the usual covenants as to title, and comply with all applicable bulk sales laws or applicable law. The purchase and sale contemplated by this Section will be completed within 30 days of determination of the purchase price for the assets. Following the delivery of written notice by the Franchisor to the Area Representative of the Franchisor's intention to exercise its option under this Section, the Franchisor or its designee will have the right to carry on and develop the AR Business for the exclusive benefit of the Franchisor or its designee.

19.9 **Injunctive Relief**

The Area Representative acknowledges that the AR Business is one of a number of such businesses using the Marks and the System and that the failure on the part of the Area Representative to comply with any of the terms of this Agreement could cause irreparable damage to some or all of the other locations franchised or operated by the Franchisor and to the Franchisor's business generally. Therefore, the Area Representative agrees that upon the happening of any event of default set out in ARTICLE 15, or in the event of a threatened breach by the Area Representative of any of the terms of this Agreement, the Franchisor will have the immediate right to secure a court order via both temporary and permanent injunctive relief enjoining any such default or threatened breach. If this Agreement has expired of been terminated, the Area Representative may be enjoined from any continued operation of any Location licensed under this Agreement and/or the AR Business. This covenant will be independent and severable and will be enforceable notwithstanding any other rights or remedies that either party may have, including any provision of this Agreement relating to arbitration.

19.10 **Setoff by the Franchisor**

Notwithstanding anything contained in this Agreement, upon the failure of the Area Representative to pay the Franchisor as and when due any amount of money provided for in this Agreement, the Franchisor will have the right at its option, to deduct any and all such amounts remaining unpaid from any moneys or credit held by the Franchisor for the account of the Area Representative.

19.11 **No Setoff by Area Representative**

The payment and performance by the Area Representative of the fees and other obligations under this Agreement are absolute and unconditional, irrespective of any defence or any rights of setoff, or counterclaim that the Area Representative might otherwise have against the Franchisor. The Area Representative will pay, absolutely net, all of the fees due under this Agreement, free of any deductions and without abatement, diminution or setoff. Any defence or right of setoff, or counterclaim must be brought by separate action. The Franchisor will not be bound by any restrictive endorsement on any payment made by the Area Representative. Upon receipt of any payment by the Area Representative, the Franchisor reserves the right to allocate such payment at its discretion, even if the Area Representative has designated the payment for a different purpose or account.

19.12 **Power of Attorney**

If the Area Representative does not sign and deliver to the Franchisor any document which it is required to sign and deliver pursuant to this Agreement within the time period allowed for signature and delivery, the Area Representative irrevocably appoints the Franchisor as the Area Representative's attorney with full power and authority to sign and deliver in the name of the Area Representative any such document and to do all things necessary to comply in a timely manner with the provisions of this Agreement pursuant to which the power of attorney is being utilized, and the Area Representative agrees to ratify and confirm all such acts of the Franchisor as its lawful attorney and to indemnify and save the Franchisor harmless from all claims, losses, or damages in so acting.

19.13 **Legal Fees**

In the event the Franchisor is made a party to any litigation or is threatened to be made a party to any litigation commenced by or against the Area Representative, and if the Area Representative has breached any of the terms and conditions of this Agreement or is otherwise found at fault to any extent in such litigation, then the Area Representative will indemnify and save the Franchisor harmless against any losses, damages or claims whatsoever arising from that litigation or the breach or default that gave rise to that litigation and will pay all costs and expenses including the full amount of any legal fees, accountants and expert witness fees, costs of investigation and travel and living expenses incurred or paid by the Franchisor in connection with such litigation. Where any provision of this Agreement requires payment of legal fees, the fees payable will be on the basis of an attorney and his own client, and will include all disbursements and taxes.

19.14 **Arbitration**

19.14.1. The Franchisor (on behalf of itself and its shareholders, officers, directors, agents, employees, licensors, licensees, independent contractors or consultants in their capacity as such, and any Franchisor's Affiliate and the Area Representative (on behalf of any shareholder, partner, principal of any entity who signs this Agreement as Area Representative, or any guarantor of this Agreement) agree that - - except for the claims specifically and expressly excluded from arbitration as set forth below - - any and all disputes between them, or any disputes between the Area Representative and other area representatives, and any claim by either Franchisor or Area Representative that cannot be amicably settled must be resolved by arbitration. The following disputes between the Franchisor and the Area Representative will not be subject to arbitration::

(a) any matter relating to the Franchisor's Confidential Information or its other injunctive rights pursuant to Section 19.9;

(b) claims relating to the Marks or other marks or commercial symbols of the Franchisor; or

(c) claims relating to enforcement of the covenants not to compete contained in this Agreement.

(d) claims related to or based on amounts owed to the Franchisor pursuant to this Agreement.

Moreover, regardless of this arbitration agreement, the Franchisor has the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction. In addition, notwithstanding the foregoing, the Franchisor has the right to apply to any court of competent jurisdiction for injunctive relief to prevent continued or threatened harm while arbitration is pending. The Area Representative and its owners irrevocably consent to personal jurisdiction in the federal and state courts in Dover, Delaware.

19.14.2. The arbitration must be administered in accordance with the Commercial Rules of the AAA. The arbitrator must be a person experienced in food service franchising or franchise law who has no prior business or professional relationship with either party. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) ("**FAA**"). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction, and the arbitrator must state in writing the reasoning upon which the award is based.

19.14.3. The costs and expenses of arbitration paid to the AAA or to the arbitrator will be paid equally by the parties, unless the rules for special hearings require otherwise. All other arbitration-related expenses, including but not limited to attorneys' fees and travel expenses, will be paid by the party which incurred such expense. Notwithstanding the foregoing, the prevailing party in any matter brought pursuant to this Section will be entitled to recover all fees and costs as set forth in Section 19.13.

19.14.4. Arbitration will be conducted Dover, Delaware. Arbitration will be conducted on an individual, not a class wide basis, and an arbitration proceeding between the parties and their respective Owners, officers, directors, agents, and/or employees may not be consolidated with any other arbitration proceeding between the Franchisor and any other person.

19.14.5. The arbitrator will be limited to the issues in dispute between the Franchisor and the Area Representative and a dispute between any other franchisee or area representative and the Franchisor will not be considered in the same arbitration proceeding or by the same arbitrator. The arbitrator may not under any circumstance:

(a) stay the effectiveness of any pending termination;

(b) assess punitive, speculative or exemplary damages; or

(c) make any award that restores possession of the location from which the AR Business was conducted to the Area Representative (and may, in lieu thereof, award only monetary damages) or which extends, modifies, or suspends any lawful term of this Agreement or any operational or business standard set by the Franchisor.

19.14.6. Any disputes concerning the enforceability or scope of this arbitration provision must be resolved pursuant to the FAA, and the parties agree that the FAA preempts any state law restrictions (including the site of the arbitration) on the enforcement of this arbitration provision and that arbitration will be conducted as provided for in this Section. If, prior to an arbitrator's final decision, either the Area Representative or the Franchisor commences an action in any court for a claim that arises out of or relates to this Agreement (except for the purpose of enforcing this arbitration provision or as otherwise permitted by this Agreement), the party bringing the action in court will be responsible for the other party's expenses of enforcing this arbitration provision, including court costs, arbitration filing fees, and other costs and attorneys' fees. If the Area Representative institutes any claim subject to this arbitration proceeding in any court, and the Franchisor succeeds in a motion to compel arbitration of the claim, the Area Representative must reimburse the Franchisor its reasonable attorneys' fees and costs in defending the action and in its motion to compel arbitration.

19.15 **Secrecy and Confidentiality of Arbitration Proceedings**

All pleadings, correspondence, evidence, testimony, records, documents, findings, decisions, judgments and awards pertaining to any arbitration between the Franchisor and the Area Representative will be secret and confidential in all respects. The Franchisor and the Area Representative will not disclose the decision or award of the arbitrator and will not disclose any pleadings, correspondence, evidence, testimony, records, documents, findings, orders, or other matters from the arbitration hearing to any person or entity except as required by law. Nothing herein will prevent either party from disclosing or using any information presented in any arbitration proceeding in any permitted appeal of any arbitral ruling or award.

19.16 **No Punitive Damages**

The Area Representative and the Franchisor each hereby waive, to the fullest extent permitted by law, any right or claim for punitive or exemplary damages against the other and agree that if there is a dispute with the other that each party will be limited to the recovery of actual damages sustained by it. The Area Representative and the Franchisor also agree that any claim or action brought by either party relating to this Agreement must be brought within one year of the occurrence of the circumstances giving rise to such claim or action, whether known or unknown, or such claim our action will be completely barred. Any litigation permitted to be brought by the terms of this Agreement will be conducted on an individual, not a class-wide, basis.

19.17 **WAIVER OF JURY TRIAL**

THE FRANCHISOR AND THE AREA REPRESENTATIVE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING. IN ADDITION, THE FRANCHISOR.

19.18 **CLASS ACTIONS**

THE AREA REPRESENTATIVE MAY ONLY PURSUE ANY CLAIM IT HAS AGAINST THE FRANCHISOR OR THE OTHER INDEMNITEES IN AN INDIVIDUAL LEGAL ACTION OR PROCEEDING. NEITHER THE AREA REPRESENTATIVE NOR ANY OF THE AREA REPRESENTATIVE'S OFFICERS, DIRECTORS, MEMBERS, OWNERS, SHAREHOLDERS, MANAGEMENT, EMPLOYEES, CONTRACTORS AND/OR REPRESENTATIVES (THE "AREA REPRESENTATIVE PARTY(IES)") SHALL JOIN OR COMBINE ITS/THEIR LEGAL ACTION OR PROCEEDING IN ANY MANNER WITH ANY ACTION OR CLAIM OF ANY OTHER ODD BURGER FRANCHISEE OR AREA REPRESENTATIVE, OWNER, AREA REPRESENTATIVE GUARANTOR, OR OTHER CLAIMANT, NOR WILL THE AREA REPRESENTATIVE OR ANY OTHER AREA REPRESENTATIVE PARTY MAINTAIN ANY ACTION OR PROCEEDING AGAINST THE FRANCHISOR AND THE OTHER INDEMNITEES IN A CLASS ACTION, WHETHER AS A REPRESENTATIVE OR AS A MEMBER OF A CLASS OR PURPORTED CLASS, NOR WILL THE AREA REPRESENTATIVE OR ANY OTHER AREA REPRESENTATIVE PARTY SEEK TO CONSOLIDATE, OR CONSENT TO THE CONSOLIDATION OF, ALL OR PART OF ANY ACTION OR PROCEEDING BY ANY OF THEM AGAINST THE FRANCHISOR OR THE OTHER FRANCHISOR PARTIES WITH ANY OTHER LITIGATION AGAINST THE FRANCHISOR OR SUCH OTHER INDEMNITEE.

ARTICLE 20 – GENERAL PROVISIONS

20.1 **Entire Agreement**

This Agreement, when fully executed, will supersede any and all prior and existing agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement.

20.2 **Amendments**

Any amendment or modification of this Agreement, unless expressly permitted under the terms and conditions of the Agreement, is invalid unless made in writing and signed by the Franchisor, the Area Representative and all Guarantors.

20.3 **Further Assurances**

Each of the parties agrees to sign and deliver such other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence and do and cause to be done and any other acts and things necessary or desirable in order to give full effect to this Agreement.

20.4 **Notice**

Any notice required or permitted to be given under this Agreement will be in writing and may be given by personal service or by registered or certified mail, return receipt requested, or by courier, in a sealed envelope addressed at the notices set forth below.

Notice to the Area Representative should be addressed to:

«Name of Area Representative»
«Location of Office»

Notice to the Franchisor should be addressed to:

Odd Burger Franchise (US) Inc.
505 Consortium Court
London, ON N6E 2S8

Attention: President

With a copy to:

Siskinds Franchise Law Group
275 Dundas Street., Unit 1
London, ON N6B 3L1

Attention: Andrew MacIver

The address given for the delivery of a notice may be changed at any time by either party by written notice in accordance with this Section. Any notice delivered personally will be considered to be received on the day delivered. Any notice sent by registered or certified mail, return receipt requested, will be considered to be received on the third business day following the date of mailing. Any notice sent by courier will be considered to be received on the next business day following the date of dispatch.

20.5 **Written Consent**

Whenever this Agreement requires the prior approval or consent of the Franchisor, the Area Representative will make a timely written request to the Franchisor for such approval or consent, and such approval or consent will be obtained in writing. The Franchisor may grant or deny its approval or consent in its sole, absolute and unfettered discretion, with or without reason or consideration.

20.6 **No Waiver**

No failure of the Franchisor to execute any power reserved to it by this Agreement, or to insist upon strict compliance by the Area Representative with any obligation or condition of this Agreement, and no custom or practice of the parties that differs from the terms of this Agreement, will constitute a waiver of the Franchisor's right to demand exact compliance with any of the terms of this Agreement. Waiver by the Franchisor of any particular default by the Area Representative will not affect or impair the Franchisor's rights with respect to any subsequent default of the same, similar or different nature, nor will any delay, forbearance or omission of the Franchisor to exercise any power or right arising out of any breach or default by the Area Representative of any of the terms, provisions or covenants, affect or impair the Franchisor's right to exercise any of its powers or rights, nor will such constitute a waiver by the Franchisor of any right under this Agreement, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by the Franchisor of any payments due to it under this Agreement will not be considered to be a waiver by the Franchisor of any preceding breach of the Area Representative of any terms, covenants or conditions of this Agreement.

20.7 **Uncontrollable Circumstances**

Delays in the performance of any duties under this Agreement that are not within the reasonable control of the parties due to fire, flood, natural disaster, act of God, governmental acts or orders or civil disorders including strikes will not cause a default under this Agreement and the other party will extend the time for performance for the period of such delay or for such other reasonable period of time as may reasonably be required.

20.8 **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 will be governed by, construed and enforced exclusively in accordance with the laws of Delaware, without regard to its conflict of law rules. Nothing in this Section is intended by the parties to subject this Agreement to or otherwise invoke the application of any franchise registration and disclosure, franchise relationship, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of Delaware, or any other state, which given its jurisdictional scope (and absent this choice of law provision) would not otherwise apply, and the Area Representative agrees to never contend otherwise.

20.9 **Jurisdiction and Venue**

To the extent that litigation is permitted in accordance with the above provisions, or, in the event that, notwithstanding the above provisions, it is ultimately determined that a particular claim is not arbitrable under applicable law; or if the Area Representative brings a claim in any court of competent jurisdiction in violation of the above provisions, the following provisions will apply: any action brought by either party against the other must be brought exclusively in a state or federal district court of competent jurisdiction in Dover, Delaware. The Area Representative hereby irrevocably submits itself to the jurisdiction of such court and waives all questions of personal jurisdiction for the purpose of carrying out this provision. Notwithstanding the foregoing, however, with respect to any action for monies owed, injunctive or other extraordinary or equitable relief, or involving possession or disposition of, or other relief relating to, Area Representative's AR

Business, the Franchisor may bring such an action in any state or federal district court which has jurisdiction. The Area Representative hereby waives and covenant never to assert or claim that the venue designated for litigation by this Agreement is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including any claim under the judicial doctrine of “forum non conveniens”).

20.10 **Limitation of Claims**

The Area Representative agrees not to bring any claim asserting that any of the Marks are generic or otherwise invalid. Except with regard to the Area Representative’s obligation to pay royalties and other payments due from the Area Representative pursuant to this Agreement or otherwise, any claims brought by the Area Representative must be commenced within one year from the date on which the party asserting the claim should have known of the facts giving rise to claim, or such claim will be forever barred. The Area Representative understands that such time limit might be shorter than otherwise allowed by law. The Area Representative agrees that its sole recourse for claims arising between the parties will be against the Franchisor or its successors and assigns. The Area Representative agrees that the shareholders, directors, officers, employees and agents of the Franchisor and its Affiliates will not be personally liable nor named as a party in any action between the Franchisor and the Area Representative. The parties agree that any proceeding will be conducted on an individual, not class-wide basis, and that a proceeding between the Franchisor and the Area Representative may not be consolidated with another proceeding between the Franchisor and any other person or entity. No party will be entitled to an award of punitive or exemplary damages. No previous course of dealing will be admissible to explain, modify, or contradict the terms of this Agreement. No implied covenant of good faith or statutory duty of fair dealing will be used to alter the express terms of this Agreement.

20.11 **Overholding**

If following the expiration date of this Agreement the parties for whatever reason fail to execute a renewal or extension agreement, or a new franchise agreement in connection with the renewal of the License in accordance with Section 4.2 of this Agreement, then any continued operation by the Area Representative after the expiry of the Term (including any extension thereof), will be subject to all of the provisions contained in this Agreement (except for any further right(s) of renewal, and any other provisions, which by their nature, will have expired), provided, however, that such continued operation may be terminated by the Franchisor, in accordance with Section 15.3 of this Agreement, upon the provision of 30 days prior written notice to the Area Representative. Any restrictive covenant, including those contained in Sections 9.2 or 9.3, will not commence to run until the expiration of any such period of overholding.

20.12 **Counterparts**

This Agreement may be signed and delivered in counterparts, each of which will be considered to be an original, and all of which together will constitute one and the same instrument.

20.13 **Electronic Execution**

An executed copy of this Agreement (or any portion of this Agreement) may be delivered by any of the parties by facsimile, electrical, digital, magnetic, optical, electromagnetic, or similar capability regardless of the medium of transmission (any such medium is referred to in this and the following section as “electronic”), and such delivery will be effective and binding upon such party, and will not in any way diminish or affect the legal effectiveness, validity or enforceability of this Agreement. If requested, any party delivering this Agreement by electronic means will immediately deliver a copy of this Agreement bearing original signatures within a reasonable period of time after electronic transmission to each of the other parties to this Agreement.

20.14 **Electronic Storage**

The Area Representative acknowledges and agrees that the Franchisor may create an electronic record of any or all agreements, correspondence or other communication between them or involving third parties, and that the Franchisor may thereafter dispose of or destroy the original of any such document or record. Any such electronic record will be inscribed on a tangible medium or stored in an electronic or other medium and be retrievable in perceivable form, and will be maintained in and readable by hardware and software generally available. The Area Representative agrees that, notwithstanding any statute, regulation or other rule of law to the contrary, any such electronic version of this or any other agreement or correspondence between the parties will have the same legal effect, validity and enforceability as an original of any such document, even if the original of such document has been disposed of or intentionally destroyed.

20.15 **Disclaimer**

The franchisee acknowledges that it has conducted an independent investigation of the AR Business, and recognizes that the business venture contemplated by this Agreement is speculative and involves business risks and that its success will be largely dependent upon the abilities of the franchisee. The Franchisor expressly disclaims the making of, and the franchisee acknowledges that it has not received, any representation, warranty, promise, inducement or guarantee, express or implied, oral or written, as to the potential volume, profits or success of the business venture contemplated by this Agreement or otherwise with respect to the subject matter of this Agreement.

20.16 **Investigation and Voluntary Agreement**

The Area Representative acknowledges that it has received, read and understood this Agreement. Area Representative acknowledges that the Franchisor has provided the Area Representative ample time and opportunity to consult with the legal counsel, accountants and/or other advisors of its own choosing about the terms and provisions of this Agreement, the prospects for the AR Business and the potential benefits and risks of entering into this Agreement. The Area Representative has either consulted with these advisors or has deliberately declined to do so. The Area Representative is entering into this Agreement voluntarily, and without threat, duress or compulsion whatsoever.

20.17 **Risk and Responsibility**

The Area Representative acknowledges that the financial, business and economic success of the Area Representative’s Franchised Business will be primarily dependent upon the personal efforts of the Area Representative, its management and its employees, and on economic conditions in the area where the Franchised Business is located and economic conditions in general.

20.18 **Language of Agreement**

The parties to this Agreement acknowledge having required that this Agreement as well as all notices, documents or agreements related to this Agreement be drafted in English.

20.19 **Deliveries**

The Area Representative acknowledges that it received the disclosure document required by applicable federal or state franchise law, at least 14 days prior to the date on which this Agreement was executed.

20.20 **Date of Execution**

This Agreement has been signed, sealed and delivered by the parties on ____________________.

Odd Burger Franchise (US) Inc.

Per: ______________________________
Name: James McInnes
Title: President

«Name of Area Representative»

Per: ______________________________
«Name of First Guarantor», «First Guarantor's Title»

Per: ______________________________
«Name of Second Guarantor», «Second Guarantor's Title»

SCHEDULE 1 – KEY CONTRACT DATA

1. Territory (Section 2.3(y)):

The Territory is defined as: «Territory Description»

2. Other key terms:

Term (Section 4.1):	10 years, commencing on «Effective Date or such other Date», and specifically expiring on «expiry date» unless sooner terminated in accordance with this Agreement.
Renewal (Section 4.2):	One (1) additional term of 10 years.
Area Representative Fee (Section 5.1):	N/A
Operating Principal (Section 7.24):	«operating principal»

3. Development Quota (Section 7.44):

Year	Minimum # of Franchises Awarded During Such Year	Minimum Cumulative # of Franchises Operating as of End of Such Year	Percentage of Average Annual Gross Sales as of End of Such Year
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Year 1 begins on the Effective Date and ends at on the first anniversary of the Effective Date. Each Subsequent year starts on the day the previous year ends and ends on the next anniversary of the Effective Date.

The "Average Annual Gross Sales" means the average of the annual Gross Sales (as defined in Area Representative's Franchise Agreement) for all Odd Burger™ franchised businesses in the United States that were open for business during the entire year, calculated for such year.

SCHEDULE 2 – PERSONAL GUARANTEE AND POSTPONEMENT

1. Representation

I/We represent and warrant that I am/we are all of the shareholders, partners, holders of any beneficial interest, officers, or directors of «Name of Area Representative» (the "Area Representative").

2. Inducement

To induce Odd Burger Franchise (US) Inc. (the "Franchisor") to enter into the area representative agreement (the "Area Representative Agreement") to which this personal guarantee forms a schedule, I/we have executed this guarantee and agree to be jointly, severally and unconditionally bound by all of its provisions, and individually guarantee the performance by the Area Representative of all its obligations under the Area Representative Agreement.

3. Application of Area Representative Agreement

I/We agree that I am/we are personally subject to all of the covenants (positive and negative), restrictions, conditions, and obligations contained in the Area Representative Agreement. I/we further agree that I/we am/are bound by any representation or warranty contained in the Area Representative Agreement as if I/we had given such representation, warranty or covenant in our personal capacity.

4. Waiver of Notice

I/We waive demand, notice of dishonor, non-payment and all other notices whatsoever and agree to pay all expenses incurred by the Franchisor in attempting to enforce this guarantee and the Area Representative Agreement against both the Area Representative and me/us, including reasonable legal expenses.

5. No Requirement to Exhaust Recourse

I/We agree that the Franchisor will not be required to exhaust its recourse against the Area Representative or others, or resort to or marshal any security it may hold before being entitled to payment from me/us.

6. Extensions, etc.

The Franchisor may grant extensions of time and other indulgences, take or give up securities, accept compositions, grant releases and discharges and otherwise deal with the Area Representative and others as it sees fit without prejudice to my/our liability under this guarantee.

7. Primary Obligation

My/Our obligations under this guarantee are and will be absolute and unconditional. If any monies or amounts expressed to be owing or payable by me/us are not recoverable from me/us on the basis of a guarantee, then such monies or amounts shall be recoverable from me/us in the same manner and to the same extent as if I was/we were primary obligor(s) and principal debtor(s) in respect of such monies or amounts, and as if I was/we were original signatory(ies) to the Area Representative Agreement.

8. Postponement

Without in any way diminishing my/our liability under this guarantee, all debts and liabilities, present or future, owed by the Area Representative to me/us are assigned and transferred to the Franchisor and postponed to the payment in full of all indebtedness and liabilities (present and future, contingent or otherwise) of the Area Representative to the Franchisor. All moneys received by me/us or my/our legal representatives or assigns from the Area Representative will be paid over to the Franchisor for so long as there is any indebtedness outstanding from the Area Representative to the Franchisor. This assignment and postponement is independent of and severable from this guarantee and will remain in full effect whether or not I/we am/are liable for any amount under this guarantee.

9. Date of Execution

This personal guarantee is signed, sealed and delivered by each of me/us on ___________________.

SIGNED, SEALED AND DELIVERED in the presence of	))))	
______________________________ Witness	)))	______________________________ «Name of First Guarantor»
______________________________ Witness		______________________________ «Name of Second Guarantor»

SCHEDULE 3 – CONFIDENTIALITY/NON-COMPETE AGREEMENT

NAME: ____

AREA REPRESENTATIVE: ____

HOME ADDRESS: ____

____

HOME TELEPHONE: ____

CLASSIFICATION: ____

(Owner, Shareholder, Officer, Director, Attorney, Employee, Etc.)

__________________________ ("**Area Representative**") is an area representative of Odd Burger Franchise (US) Inc. ("**Franchisor**") pursuant to an Area Representative Agreement entered into by Area Representative and Franchisor dated ______________________ ("**Area Representative Agreement**"). I agree that, unless otherwise specified, all terms in this Agreement have those meanings ascribed to them in the Area Representative Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Area Representative, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity any confidential information, knowledge or know-how concerning the systems of operation, services, products, clients or practices of Area Representative and/or Franchisor which may be communicated to me ("**Confidential Information**"), and I will not divert any business to competitors of Area Representative and/or Franchisor.

Any and all information, knowledge, know-how, techniques and information which the entities mentioned above or their officers designate as confidential will be Confidential Information for the purposes of this Agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication is in violation of a similar confidentiality agreement), but in no event through any act of mine.

I specifically understand that, without limitation, the following constitute Confidential Information of Franchisor: all products, services, equipment, technologies and procedures relating to; all systems of operation, services, programs, products, procedures, policies, standards, techniques, specifications and criteria which now comprise or in the future may comprise a part of the System; Franchisor's Confidential Operating Manual (as same may be amended from time to time); supplements and/or amendments to the Manual; records pertaining to customers or billings; methods of advertising and promotion; customers; instructional materials; staff composition and organization systems; quality assurance programs; supervision systems; recommended services; recordkeeping systems and materials; bookkeeping systems and materials; business forms; product and service order forms; general operations materials; revenue reports; standards of interior and exterior design and decor; activity schedules; job descriptions; advertising, promotional and public relations materials/campaigns/guidelines/philosophy; specifications, systems, standards, techniques, philosophies and materials, guidelines, policies and procedures concerning the System; additions to, deletions from, and modifications and variations of the components constituting the System or the systems and methods of operations which are now, or may in the future, be employed by Franchisor, including all standards and specifications relating thereto and the means and manner of offering and selling same; and, all other components, specifications, standards, requirements and duties imposed by Franchisor or its Affiliates.

I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or data base, nor otherwise make the them available to any unauthorized person. Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree to return to Franchisor or Area Representative, as the case may be, all Confidential Information or material containing it (in whole or in part) in my possession utilized during my employment, association, service or ownership participation.

I further agree that during the term of my employment/service/association/ownership participation, and under the circumstances set forth in the following paragraph, for a period of two years immediately following its expiration or termination for any reason, I will not, directly or indirectly, engage or participate in any other business which engages in any of the activities which the Area Representative Agreement contemplates will be engaged in by Area Representative; or, which offers or sells any other service, product or component which now or in the future is part of the System, or any confusingly similar product or service. I agree that I am prohibited from engaging in any competitive business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, or consultant.

For a period of two years immediately following the expiration or termination of my employment/service/association/ownership participation, I am prohibited from engaging in any competitive business, if the other business is located within Area Representative's Territory, within a radius of fifteen (15) miles of the Territory, or within a radius of fifteen (15) miles of (or within the territory of) any Odd Burger location (whether Company-owned, franchised or otherwise established and operated).

It is the intention of these provisions to preclude not only direct competition but also all forms of indirect competition, such as consultation for competitive businesses, service as an independent contractor for competitive businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor. Nothing herein will prevent me from owning for investment purposes up to an aggregate of 5% of the capital stock of any competitive business, so long as the competitive business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange, or through the National Association of Securities Dealers Automated Quotation System (NASDAQ), and so long as I or Area Representative do not control the company in question.

It is the intention of these provisions that any person or entity having any legal or beneficial interest in or traceable to, down or through me to be bound by the provisions of this covenant, including (without limitation) my spouse, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, child, son-in-law or daughter-in-law; any direct or indirect beneficiary; any partner (general or limited) or proprietor of mine; and, any other such related person or entity, regardless of how many levels or tiers there may be between any such described person or entity and me. I further agree that upon the expiration or termination of my term of employment/service/association, I will immediately refrain from any and all contacts with customers, for any purpose whatsoever.

I acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor and Area Representative for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Franchisor or Area Representative (or both) prohibiting any conduct by me in violation of the terms of those covenants not to compete and/or restrictions on the use of confidential information set forth in this agreement. I expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of these covenants not to compete was accomplished by and through my unlawful utilization of Franchisor's Confidential Information. Further, I expressly agree that any claims I may have against Franchisor will not constitute a defense to Franchisor's enforcement of the covenants not to compete set forth in this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Franchisor in connection with the enforcement of those covenants not to compete set forth in this Agreement.

If all or any portion of this covenant not to use confidential information and not to compete is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Area Representative and/or Franchisor is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

I agree that this Agreement and all relations and disputes between myself on the one hand, and Area Representative or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the State of Delaware without recourse to Delaware (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of Delaware, and if the franchised Odd Burger is located outside of Delaware and the provision would be enforceable under the laws of the state in which the franchised Odd Burger is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the State of Delaware or any other state, which would not otherwise apply.

I further agree that any litigation arising out of or related to this Agreement; any breach of this Agreement; and, all relations and any and all disputes between myself on the one hand, and Area Representative or Franchisor on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in a court of competent jurisdiction in Dover, Delaware. I agree that any dispute as to the venue for this litigation will be submitted to and resolved exclusively by a court of competent jurisdiction situated in Dover, Delaware.

I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

	______________________________
Witnessed By:	(Print Name)
______________________________	
Witness/Date	______________________________
	(Signature)
	______________________________
(Date)	

SCHEDULE 4 – GENERAL RELEASE

______________________ [a corporation organized under the laws of the State of __________][an individual domiciled in the State of ______________] ("Releasor") and Odd Burger Franchise (US) Inc. ("Franchisor") are parties to that certain area representative agreement dated _____________ ("Area Representative Agreement"), whereby Releasor was granted the right, and undertook the obligation, to operate an Odd Burger area representative franchise ("AR Franchised Business").

To all to whom these Presents shall come or may Concern, Know That Releasor, in consideration of:

[Franchisor's approval of Releasor's relocation of the AR Franchised Business,]

[Franchisor's execution of a renewal area representative agreement renewing Releasor's right to operate the AR Franchised Business,]

[Franchisor's termination of the Area Representative Agreement due to Releasor's failure to comply with the Development Quota,]

[Franchisor's approval of the assignment of the Area Representative Agreement,]

and of other good and valuable consideration, hereby releases and discharges Franchisor, Franchisor's corporate parents, subsidiaries or affiliates, and the respective officers, directors, shareholders, agents, attorneys, contractors and employees of each of the foregoing (in their corporate and individual capacities), along with Franchisor's heirs, executors, administrators, successors and assigns, from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, which against Franchisor, the Releasor, Releasor's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this Release arising out of or related to the Area Representative Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that nothing contained in this Release is intended to disclaim or require Releasor to waive reliance on any representation that Franchisor made in the Franchise Disclosure Document that Franchisor provided to Releasor; and provided further that all liabilities arising under Indiana Code Sec. 23-2-2.7 and/or the Maryland Franchise Registration and Disclosure Law are excluded from this release, and that all rights enjoyed by Releasor under said Area Representative Agreement shall remain in force. If Releasor is domiciled or has his or her principal place of business in the State of California, then Releasor hereby expressly waives and relinquishes all rights and benefits under Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO 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." This General Release does not apply to claims arising under the Franchise Investment Protection Act, RCW 19.100, or the rules adopted thereunder.

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

This Release may not be changed orally.

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

RELEASOR

[SEAL]

By:______________________________
Name: ___________________________
Title: ____________________________

ACKNOWLEDGMENT FOR CORPORATE RELEASOR

STATE OF ______________________
ss.:
COUNTY OF ____________________

On ________________,_____ before me ____,

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

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

Notary Public

____

My Commission expires: ______________________________

(NOTARIAL SEAL)

ACKNOWLEDGMENT FOR INDIVIDUAL RELEASOR

STATE OF ______________________
ss.:
COUNTY OF ____________________

On this __ day of __________, ______, before me ______________________, the undersigned
(Name of Notary)
officer, personally appeared ___________________, to me personally known, and known to me to be the same person whose name is signed to the foregoing Release, and acknowledged the execution thereof for the uses and purposes therein set forth.

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

Notary Public

____

My Commission expires: ______________________________

(NOTARIAL SEAL)

SCHEDULE 5 – CERTIFICATE OF FRANCHISE OWNER

«Name of Area Representative»

(the "**Area Representative**")

«Name of First Guarantor»

(the "**Principal**")

This form must be completed by you if you have multiple owners or if you, or your area representative business, is owned by a business organization (like a corporation, partnership or limited liability company). We are relying on the truth and accuracy of this form in awarding the Area Representative Agreement to you.

1. **Form of Owner**. Franchisee is a (check one):

General Partnership	☐
Corporation	☐
Limited Partnership	☐
Limited Liability Company	☐
Other	☐

Specify: __________________________

2. **Business Entity.** Franchisee was incorporated or formed on ______________________, 20__, under the laws of the State of _______________. Area Representative has not conducted business under any name other than your corporate, limited liability company or partnership name and ________________________. The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions are listed below:

Name of Person	Position(s) Held

3. **Owners**. The following list includes the full name and mailing address of each person who is one of your direct or indirect owners and fully describes the nature of each owner's interest. Attach additional sheets if necessary.

Owner's Name and Address	Description of Interest

4. **Governing Documents**. Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.). The Principal hereby certifies that documents attached hereto are true, correct, and complete copies of the documents and contracts governing the ownership, management and other significant aspects of the business organizations and that such documents remain in full force and effect unamended as of the date of this Certificate.

5. **Representations and Warranties**. The Principal hereby certifies that:

a. the Area Representative Agreement and all ancillary documents related thereto ("AR Documents") will not conflict with or result in a breach of any agreement to which the Franchisee is a party;

b. except as contemplated by the AR Documents, the Area Representative has not created or granted in favour of any person a security interest, mortgage, charge, lien or other encumbrance in any of the assets of the Area Representative;

c. each of the owners listed above is the absolute legal and beneficial owner of all ownership interest issued in his or her name, and there are no arrangements by which any ownership interest is held in trust for the benefit of a person not shown above;

d. it acknowledges that Odd Burger Franchise (US) Inc. is relying on the truth and accuracy of this Certificate in entering into the AR Documents with the Principal and the Area Representative; and

e. it is not aware of any fact, circumstance or reason, not previously disclosed to Odd Burger Franchise (US) Inc. in writing, why Odd Burger Franchise (US) Inc. should not grant an Odd Burger™ franchise to the Area Representative or the Principal.

[***signature page follows***]

This Principal Owners Statement is current and complete as of _________________, 20__

PRINCIPAL

INDIVIDUALS:

____
[Signature]

____
[Print Name]

____
[Signature]

____
[Print Name]

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP:

____
[Name]

By:____________________________________

Title:__________________________________

SCHEDULE 6 – CERTIFIED COPY OF RESOLUTIONS

of the Board of Directors of the Corporation

«Name of Area Representative»

(the "**Corporation**")

"**WHEREAS** the Corporation wishes to enter into arrangements with Odd Burger Franchise (US) Inc., for the purpose of carrying on business as an area representative for the Odd Burger™ franchise system;

BE IT RESOLVED THAT:

1. The entering into by the Corporation of the following agreements (collectively, the "Area Representative Documents"):

   (a) Area Representative Agreement

   (b) Irrevocable Power of Attorney

be and the same is hereby authorized, approved and confirmed.

2. The President of the Corporation, acting alone, be and he is hereby authorized and directed on behalf of the Corporation to execute and deliver whether under the corporate seal or otherwise the Area Representative Documents to Odd Burger Franchise (US) Inc., and such execution shall be conclusive evidence of the approval of the President of the terms of the Area Representative Documents, and the Area Representative Documents as so executed shall be binding on the Corporation for all purposes.

3. The President of the Corporation, acting alone, be and is hereby further authorized and directed on behalf of the Corporation to do all acts and things and to execute and deliver all other documents and agreements as he may approve as being necessary or desirable to give effect to the transactions contemplated by the Area Representative Documents, such approval to be conclusively evidenced by his doing of such acts and things and his execution and delivery of such documents and agreements."

Date	Signature of Corporate Secretary

SCHEDULE 7 – IRREVOCABLE POWER OF ATTORNEY

Appointment

The undersigned hereby irrevocably nominates, constitutes and appoints Odd Burger Franchise (US) Inc., its true and lawful Attorney in its name, place and stead, and for the sole use and benefit of Odd Burger Franchise (US) Inc., in connection with any and all telephone numbers, facsimile numbers, domain name registrations, social media accounts, e-mail accounts, search engine identifiers, directory advertisements or listings, and other similar number, account, registration or listing containing or using the name "Odd Burger™" or any other trade-names or trade-marks now or in the future used or owned by Odd Burger Franchise (US) Inc. or «Name of Area Representative».

Scope of Powers

And for all and every of the purposes set out above, the undersigned grants and gives to our Attorney full and absolute power and authority to do and execute all acts, deeds, matters and things necessary to be done, and also to commence, institute and prosecute all actions, suits and other proceedings which may be necessary or expedient as fully and effectually to all intents and purposes as we could do if personally present and acting therein, and also with full power and authority to our said Attorney to appoint a substitute or substitutes and such substitution at pleasure to be revoked. We hereby ratify, confirm and agree to ratify and confirm and allow all and whatsoever our said Attorney or said substitute or substitutes shall lawfully do or cause to be done in respect of the aforesaid purposes.

Date of Execution

This irrevocable Power of Attorney has been signed, sealed and delivered «Date of Agreement».

«Name of Area Representative»

Per:

____

«Name of First Guarantor», «First Guarantor's Title»

SCHEDULE 8 – ACKNOWLEDGMENT ADDENDUM

If YOU ARE A CALIFORNIA FRANCHISEE, YOU SHOULD NOT COMPLETE OR SIGN THE DOCUMENT.

As you know, you and we intend to enter into an Area Representative Agreement for the operation of an Odd Burger area representative franchise. This Acknowledgment Addendum must be completed prior to the final execution of an Area Representative Agreement. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the area representative franchise and the operation of an Odd Burger area representative franchise. Please review each of the following questions carefully and provide honest responses to each question.

__Acknowledgments and Representations__.

1. Did you receive a copy of our Disclosure Document (and all exhibits and attachments) at least 14 calendar days prior to signing this Acknowledgment Addendum and Area Representative Agreement? Check one: (_) Yes or (_) No. If no, please comment: ____
____

2. Have you studied and reviewed carefully our Disclosure Document and Area Representative Agreement? Check one: (_) Yes or (_) No. If no, please comment:____________________________
____

3. Did you understand all the information contained in both the Disclosure Document and Area Representative Agreement? Check one: (_) Yes or (_) No. If no, please comment: _______________
____

4. Was any oral, written or visual claim or representation made to you that contradicted the disclosures in the Disclosure Document or Area Representative Agreement? Check one: (_) Yes or (_) No. If yes, please state in detail the oral, written or visual claim or representation: ______________________
____

5. Did any employee or other person speaking on behalf of Odd Burger Franchise (US) Inc. make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any Odd Burger franchise or business, or the likelihood of success at your area representative franchised business? Check one: (__) Yes or (__) No. If yes, please state in detail the oral, written or visual claim or representation:____.
____

6. Did any employee or other person speaking on behalf of Odd Burger Franchise (US) Inc. make any statement or promise regarding the costs involved in operating an area representative franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document. Check one: (__) Yes or (__) No. If yes, please comment:
____
____

7. Do you understand that that the area representative franchise granted is for the right to develop and operate an Odd Burger area representative franchised business in the Territory, as stated in the Area Representative Agreement, and that, according to the Area Representative Agreement Section 3.5, we and our affiliates have the right, regardless of the proximity to your Odd Burger franchise, to: (i) engage

in any business activity and deploy any business concept whatsoever and use our Proprietary Marks or any other names or marks owned or developed by us or our affiliates in connection with such other concepts and business activities; (ii) offer and sell under the Proprietary Marks, any and all programs, products or services and/or their components or ingredients, whether or not a part of the System, through any alternative method of distribution; (iii) offer and sell (directly, or through other franchisees or licensees) System programs, products and services at any and all nontraditional locations; and that, (iv) we and/or our affiliates alone have the right to sell System programs, products and services to national, regional and institutional accounts. Check one: (__) Yes or (__) No. If no, please comment: ____

____

8. Do you understand that the Area Representative Agreement contains the entire agreement between you and us concerning the area representative franchise for the Odd Burger franchise, meaning that any prior oral or written statements not set out in the Disclosure Document or Area Representative Agreement will not be binding? Check one: (__) Yes or (__) No. If no, please comment: _________

____

9. Do you understand that the success or failure of your Odd Burger area representative franchise will depend in large part upon your skills and experience, your business acumen, your location, the local market for products under the "Odd Burger" trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your Odd Burger area representative franchise may change? Check one (__) Yes (__) No. If no, please comment: ____

____

10. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) listed in Area Representative Agreement Section 9.3 and that an injunction is an appropriate remedy to protect the interests of the System if you violate the covenant(s)? Further, do you understand that the term "you" for purposes of the non-compete covenants is defined broadly in Area Representative Agreement Section 9.3, such that any actions in violation of the covenants by those holding any interest in the area representative entity may result in an injunction, default and termination of the Area Representative Agreement? Check one (__) Yes or (__) No. If no, please comment: ______________

____

11. On the receipt page of the Disclosure Document you identified ______________________________ as the area representative franchise seller involved in this franchise sales process. Is the area representative franchise seller identified above the only area representative franchise seller involved with this transaction? Check one (__) Yes or (__) No. If no, please identify any additional area representative franchise sellers involved with this transaction:________________________________

____

This Acknowledgement Addendum does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

<u>NOTE</u>: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

Signed: ______________________	Signed: ______________________
Print Name: ______________________	Print Name: ______________________
Date: ______________________	Date: ______________________
Signed: ______________________	Signed: ______________________
Print Name: ______________________	Print Name: ______________________
Date: ______________________	Date: ______________________
Signed: ______________________	Signed: ______________________
Print Name: ______________________	Print Name: ______________________
Date: ______________________	Date: ______________________

APPROVED ON BEHALF OF
ODD BURGER FRANCHISE (US) INC.

By: ______________________

Title: ______________________

Date: ______________________

*****Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law.

SCHEDULE 9 – ODD STOCK INVESTMENT ADDENDUM

ADDENDUM TO FRANCHISE AGREEMENT RE ODD STOCK INVESTMENT

THIS ADDENDUM is effective on ____________ (the "Effective Date") between **Odd Burger Franchise (US) Inc.** (the "Franchisor") and **«Name of Area Representative»** (the "Area Representative") and amends that certain area representative agreement dated as of «date of area representative agreement» (the "Area Representative Agreement").

1. **Precedence and Defined Terms.** This Addendum is an integral part of, and is incorporated into, the Area Representative Agreement. Nevertheless, this Addendum supersedes any inconsistent or conflicting provisions of the Area Representative Agreement (including, for the avoidance of doubt, any inconsistent or conflicting provisions of the addendum to the franchise agreement entered into concurrently with the Area Representative Agreement). Terms not otherwise defined in this Addendum have the meanings as defined in the Area Representative Agreement. The accommodations under this Addendum are being granted to the Area Representative pursuant to negotiations initiated by the Area Representative, at the Area Representative's request and for the Area Representative's benefit.

2. **Waiver of Area Representative Fee.** Notwithstanding anything in Section 5.1 of the Area Representative Agreement to the contrary, the Franchisor hereby agrees to waive a portion of requisite the Area Representative Fee equal to $[______________], representing an amount up to 50% of the Area Representative Fee, to be invested in Common Shares of the Franchisor's parent company, Odd Burger Corporation (the "Odd Stock Investment"), subject to the Area Representative's satisfaction of all of the following terms and conditions:

a. The remaining portion of the Area Representative Fee that is credited towards the Odd Stock Investment (i.e., $[____________]) must be paid to Franchisor immediately upon execution of the Area Representative Agreement.

b. The Area Representative furnishes the Franchisor with satisfactory evidence that the Area Representative or an owner of the Area Representative holding at least a 51% interest in the Area Representative with whom the Franchisor's Franchise Disclosure Document was furnished (the "Investor") has made the Odd Stock Investment within 30 days of the Effective Date of the Area Representative Agreement. The Odd Stock Investment may be made through: (i) an offering to purchase shares from one of Odd Burger Corporation's then-current offerings from treasury (if such an offering is available), subject to the consent of the Franchisor and Odd Burger Corporation, and further subject to the eligible area representative's execution of the then-current form of Subscription Agreement or (ii) through the public stock market.

c. The Investor must hold the Odd Stock Investment for at least 12 months from the date of acquisition of the Odd Stock Investment.

d. The Area Representative and all principals (officers, directors and shareholders) thereof will complete the acknowledgment appended hereto as Exhibit 1 acknowledging that any investment in Odd Burger Corporation is separate and apart from the franchise offering, that the Franchisor makes no representations of warranties regarding their purchase of Common Shares in Odd Burger Corporation, and that such persons will not receive any special treatment or additional information as a result of acquiring shares in Odd Burger Corporation.

e. If the any of the conditions listed above are not satisfied or are breached, the entire Area Representative Fee will be immediately due and payable in one lump sum. For the avoidance of doubt, if the Common Shares purchased in order to qualify for the waiver of the Area Representative Fee are not held for at least 12 months, then the entire Area Representative Fee will be due and payable immediately after any such Common Shares are sold, disposed of or otherwise no longer held by the Area Representative or the owner of the Area Representative that purchased them. If the full Area Representative Fee is not paid within 10 days of this event, Franchisor will have the right to terminate the Area Representative Agreement, effective immediately.

f. If Area Representative is eligible and receives a partial waiver of the Area Representative Fee in accordance with this Addendum, the Area Representative will not be eligible for any other refund under the Area Representative Fee for any reason whatsoever.

3. **Miscellaneous**

a. Remaining Terms Unaffected. The remaining terms of the Area Representative Agreement are unaffected by this Addendum and remain binding on the parties thereto.

b. Severability. If any of the provisions of this Addendum are held invalid for any reason, the remainder of this Addendum will not be affected and will remain in full force and effect.

c. Attorneys' Fees. In any action or dispute at law or in equity that may arise under or otherwise relate to this Addendum, the prevailing party will be entitled to reimbursement of all of its costs and expenses, including reasonable accounting and legal fees (including attorneys' and paralegal fees and expenses, witness fees, court costs, and travel and lodging expenses).

d. Interpretation. The captions preceding each section of this Addendum are inserted solely for convenient reference; they do not constitute a part of this Addendum and do not affect its meaning, interpretation or effect.

e. Counterparts. The Area Representative and Franchisor may sign this Addendum in multiple counterparts and via electronic signature. Each signed counterpart will be an original.

f. Integration. This Addendum contains the full and complete understanding with respect to the matters referred to herein. If there is any inconsistency between the terms of the Area Representative Agreement and the terms of this Addendum, then the terms of this Addendum will prevail. This Addendum, when fully executed, will supersede any and all prior and existing agreements, understandings, negotiations and discussions, either oral or in writing, between the parties with respect to the subject matter of this Addendum. Except as specifically set out in this Addendum or in the Area Representative Agreement as amended by this Addendum, there are no representations, warranties, undertakings, provisoes, inducements, covenants or agreements whether direct, indirect, collateral, express or implied made by the Franchisor to the Area Representative.

g. Joint and Several. In this Addendum, any words in the singular will also include the plural, as the case may be and as the context may require. Any person who signed a Personal Guarantee in conjunction with the Area Representative entering the Area Representative Agreement, is jointly and severally liable for all of the Area Representative's obligations under this Addendum and the Area Representative Agreement.

h. Further Assurances. The Area Representative and the Franchisor will take any and all actions necessary or appropriate to effectuate the purposes of this Addendum, and sign any and all documents required or necessary under law or otherwise to effectuate the provisions of this Addendum.

i. Authority. Any individual who signs this Addendum in a representative capacity hereby represents and warrants the he or she is duly authorized to execute this Addendum.

j. Binding Effect. This Addendum shall be binding upon and enure to the benefit to each of the parties and their respective assigns, successors, predecessors, representatives, agents, attorneys, directors, officers, employees, affiliates and insurers.

k. Transfer. The Area Representative acknowledges that this Addendum and the terms set forth herein are personal to the Area Representative and will be void and of no effect in the event of any transfer by the Area Representative as defined in Section 14.2 of the Area Representative Agreement.

l. Acknowledgement. The Area Representative acknowledges that it has received, had ample time to read, and has read this Addendum, and further acknowledges that it has had an adequate opportunity to be advised by advisors of its own choosing, including legal counsel, regarding all pertinent aspects of this Addendum

m. Law and Jurisdiction. Delaware law shall govern the construction, interpretation and enforcement of the parties' obligations and rights pursuant to this Addendum. Any dispute under this Addendum shall be brought in accordance with the dispute resolution procedures in Article 19 of the Area Representative Agreement.

[*Signature Page Follows*]

This Addendum has been signed, sealed and delivered by the parties on «date of area representative agreement».

Odd Burger Franchise (US) Inc.

Per: ____________________
Name: James McInnes
Title: President

«Name of Area Representative »

Per: ____________________
Name: «First Principal»
Title: «First Principal's Title»

Per: ____________________
Name: «Second Principal»
Title: «Second Principal's Title»

EXHIBIT 1
ACKNOWLEDGEMENT RE ODD STOCK INVESTMENT

The undersigned, as a condition of being eligible for a partial waiver of the Area Representative Fee payable in connection with the purchase of an Odd Burger area representative franchise from Odd Burger Franchise (US) Inc. (the "Franchisor"), each hereby represent and warrant as follows:

1. I/we acknowledge and agree that the Franchisor has not made any representations or warranties to me/us in connection with my/our purchase or potential purchase of Common Shares in its ultimate parent, Odd Burger Corporation.

2. I/we acknowledge that investing in shares of a public company has inherent risks and that I/we are purchasing (or will purchase) Common Shares in Odd Burger Corporation after making our own inquiries into such investment opportunity and independently determining to make such investment and assume any corresponding risk.

3. I/we acknowledge and agree that I/we am/are responsible for ensuring that I/we am/are eligible to purchase Common Shares in Odd Burger Corporation and for satisfying and completing any applicable requirements for acquiring and maintaining such Common Shares, including compliance with applicable securities laws.

4. I/we am/are making the decision to purchase Common Shares of Odd Burger Corporation independently from my/our decision to purchase an Odd Burger area representative franchise and my/our decision to purchase Common Shares of Odd Burger Corporation is not made solely to be eligible for a waiver of a Area Representative Fee in connection with my/our purchase of an Odd Burger area representative franchise.

5. I/we acknowledge and agree that my/our status as an area representative of the Franchisor is not tied to or a condition of owning Common Shares in Odd Burger Corporation, and that I/we will not receive and special or differential treatment by the Franchisor in connection with my/our purchase, development and operation of my/our Odd Burger area representative franchise.

6. I/we acknowledge and agree that the Franchisor will enforce my/our Area Representative Agreement without regard to my/our status as a shareholder of Odd Burger Corporation.

7. I/we acknowledge and agree that the expiration, termination or transfer of my/our Area Representative Agreement (including termination by the Franchisor in accordance with the terms thereof), will not affect my/our ownership of Common Shares of Odd Burger Corporation, and that in such case I/we will continue to hold and own such Common Shares and will may only sell, or dispose of such Common Shares in accordance with applicable laws and rules.

[*Signature Page Follows*]

These representations and warranties are given by each of the undersigned as of «date of area representative agreement».

«Name of Area Representative »

Per: ______________________________
Name: «First Principal»
Title: «First Principal's Title»

Per: ______________________________
Name: «Second Principal»
Title: «Second Principal's Title»

____
«First Principal»

____
«Second Principal»

SCHEDULE 10 – STATE ADDENDA TO AREA REPRESENTATIVE AGREEMENT

CALIFORNIA ADDENDUM TO THE AREA REPRESENTATIVE AGREEMENT

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

Dated:_________________

AREA REPRESENTATIVE:

If an entity:

____

(Name of Entity)

By:____

Dated: ________________

ODD BURGER FRANCHISE (US) INC.:

By:_____________________________________

WASHINGTON ADDENDUM TO THE AREA REPRESENTATIVE AGREEMENT

Notwithstanding anything to the contrary set forth in the Area Representative Agreement, the following provisions will supersede and apply:

1. Article 6, Sec 6.1 is amended to add: In light of the franchisor's lack of operating history and financial condition, and in lieu of an escrow of the area representative fee, the Securities Division will require that the Franchisor not collect the area representative fee until the franchisor has fulfilled its initial preopening obligations to the area representative and the area representative is open for business.

2. If any of the provisions in the franchise disclosure document or area representative agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act (the "Act"), the provisions of the Act will prevail over the inconsistent provisions of the franchise disclosure document and franchise agreement with regard to any franchise sold in Washington.

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the area representative agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. A release or waiver of rights executed by a Franchisee will not include rights under the Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the Area Representative 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, and rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

5. The state of Washington has a statute, RCW 19.100.180 which may supersede the Area Representative 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 Area Representative Agreement in your relationship with the Franchisor including the areas of termination and renewal of your franchise.

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

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

8. 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 area representative agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

9. 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 area representative agreement or elsewhere are void and unenforceable in Washington.

10. The first sentence of Section 1.5 is stricken and replaced with the following: "The Area Representative expressly acknowledges that he, she or it is entering into this Agreement after having made an independent investigation of the Franchisor's operations and the AR Business."

11. The following language is hereby added to the end of Section 16.3: "For the avoidance of doubt, in the event the Area Representative Agreement is terminated pursuant to this Section 16.3, the Franchisor will be required to comply with RCW 19.100.180(2)(j)."

12. The following language is hereby added to the end of Section 20.10: "Notwithstanding the foregoing, this Section is superseded by the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder."

Dated:_________________

AREA REPRESENTATIVE:

If an entity:

____

(Name of Entity)

By:____

Dated: ________________

ODD BURGER FRANCHISE (US) INC.:

By:_____________________________________

EXHIBIT B TO THE FRANCHISE DISCLOSURE DOCUMENT

FORM SUBSCRIPTION AGREEMENT

ODD BURGER CORPORATION (the "Corporation")
SUBSCRIPTION AGREEMENT FOR UNITS

INSTRUCTIONS TO COMPLETE THE SUBSCRIPTION AGREEMENT

The following items in this Subscription Agreement must be completed. Please check each applicable box.

All Subscribers

- ☐ complete the Subscriber and subscription information in ALL of the applicable the boxes on the following page (the "**Face Page**") of this Subscription Agreement.
- ☐ sign the signature block on the Face Page
- ☐ review Form 45-106F19 - *Listed Issuer Financing Document* attached hereto as **Schedule "A"** and accessible under the Corporation's profile at www.sedar.com and at https://oddburger.com/
- ☐ complete the Risk Acknowledgement Form attached hereto as **Schedule "B"**.

If the Subscriber is NOT AN INDIVIDUAL and will beneficially own, directly or indirectly, 5% or more of the Corporation's voting securities after the Offering and has not previously filed a Form 4C with the TSX Venture Exchange

- ☐ complete Form 4C - *Corporate Placee Registration Form* attached hereto as **Schedule "C".**

INSTRUCTIONS FOR DELIVERY OF COMPLETED SUBSCRIPTION AGREEMENT

A completed and originally executed copy of this Subscription Agreement (with all applicable exhibits completed) must be delivered to the Corporation no later than 4:30 p.m. (Calgary time) on the day that is two business days before the Closing Date (which is currently anticipated to be January 20, 2023 or such earlier or later dates as the Corporation may determine), together with a certified cheque, bank draft or wire transfer payable to the Corporation for the Aggregate Subscription Amount of the Units:

ODD BURGER CORPORATION
505 Consortium Court London, ON N6E 2S8
Attention: Corporate Secretary
Phone: 800-286-2145
E-Mail: invest@oddburger.com

There is an offering document related to this Offering that can be accessed under the Corporation's profile at www.sedar.com and at https://oddburger.com/. Prospective investors should read this offering document before making an investment decision.

SUBSCRIPTION AGREEMENT FOR UNITS

TO: ODD BURGER CORPORATION (the "Corporation")

The undersigned (hereinafter referred to as the "**Subscriber**") hereby irrevocably subscribes for and agrees to purchase the number of units of the Corporation (each a "**Unit**") set forth below for the aggregate subscription amount set forth below (the "**Aggregate Subscription Amount**"), representing a subscription price of $0.25 per Unit upon and subject to the terms and conditions set forth in "Terms and Conditions of Subscription for Units of Odd Burger Corporation" attached hereto (together with this page and the attached exhibits, the "**Subscription Agreement**"). Each Unit will be comprised of one (1) common share in the share capital of the Corporation (an "**Offered Share**") and one common share purchase warrant (a "**Warrant**"). Each Warrant will entitle the holder thereof to purchase one (1) common share in the share capital of the Corporation (a "**Warrant Share**") at a price of $0.40 per share at any time prior to 4:00 p.m. (Toronto time) on the date that is two (2) years from the date of the issuance of the Units.

____
(Full Name of Subscriber – please print)

By: **X**______________________________
(Authorized Signature)

____
(Official Capacity or Title - please print)

____
(Please print the name of the individual whose signature appears above if different than the name of the Subscriber printed above.)

____
(Subscriber's Residential Address including Postal Code)

____

____
(Telephone Number) (Email Address)

Number of Units:

Aggregate Subscription Amount (CDN$):

(No. of Units x CDN$0.25 per Unit)

If the Subscriber is signing as agent for a principal (a "Disclosed Principal"), unless it is deemed to be purchasing as principal under NI 45-106 (as defined herein), complete the following and ensure that the applicable Exhibit(s) are completed on behalf of such principal:

____
(Name of Principal)

____
(Principal's Residential Address including Postal Code)

____
(Telephone Number) (Email Address)

The Subscriber currently owns, directly or indirectly, the following number of securities (including options, warrants and other convertible securities) of the Corporation:______________________________

The Subscriber **is** ☐ or **is not** ☐ an insider of the Corporation as defined in the *Securities Act* (BC). [*Please check applicable box*]

The Subscriber **is** ☐ or **is not** ☐ a registrant as defined in the *Securities Act* (BC). [*Please check applicable box*]

The Subscriber **is** ☐ or **is not** ☐ a Pro Group Member pursuant to the policies of the TSX Venture Exchange. [*Please check applicable box*]

Register the Units Exactly as set forth below:

____
(Name)

____
(Account reference, if applicable)

____
(Address)

____
(Address)

____

Deliver the Units as set forth below:

____
(Name)

____
(Account reference, if applicable)

____
(Contact Name)

____
(Address)

____

ACCEPTANCE: The Corporation hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement.

________________, 20___

ODD BURGER CORPORATION

By: ____

Subscription No:

TERMS AND CONDITIONS OF SUBSCRIPTION FOR UNITS OF ODD BURGER CORPORATION

Terms of the Offering

1. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that this subscription is subject to rejection or allotment by the Corporation in whole or in part at any time prior to the Closing Time (as defined herein). In the event that the Corporation rejects this Subscription Agreement, any subscription proceeds advanced will be promptly returned to the Subscriber without interest or deduction.

2. The Subscriber acknowledges (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) that the Units subscribed for by it hereunder form part of a larger issuance and sale by the Corporation of a minimum of 4,000,000 Units and a maximum of 20,000,000 Units at a subscription price of $0.25 per Unit for gross proceeds of a minimum of $1,000,000 and a maximum of $5,000,000 (the "**Offering**"). The Subscriber acknowledges that the Corporation may pay a finder's fee ("**Finder's Fee**") in connection with the issue and sale of any or all of the Units under the Offering. The Finder's Fee shall consist of a payment of no more than seven percent (7%) of the gross proceeds of the Offering in relation to Subscribers introduced by any particular finder, payable in cash and/or convertible securities to acquire up to seven percent (7%) of the securities sold in the Offering.

3. Each Unit is comprised of one (1) Offered Share and one (1) Warrant. Each Warrant will entitle the holder thereof to purchase one Warrant Share at a price of $0.40 at any time prior to 4:00 p.m. (Toronto time) on the date that is two (2) years from the date of the issuance of the Units.

4. The terms and conditions which govern the Warrants will be referred to on the certificates representing the Warrants and will, among other things, include provisions for the appropriate adjustment in the class, number and price of the shares issuable upon exercise of the Warrants upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the Corporation's Common Shares, the payment of stock dividends and the amalgamation, arrangement or reorganization of the Corporation. The issue of the Warrants will not restrict or prevent the Corporation from obtaining any other financing, or from issuing additional securities or rights, during the period within which the Warrants may be exercised.

5. Collectively, the Units, the Offered Shares, the Warrants and the Warrant Shares are sometimes referred to herein as the "**Offered Securities**".

Description of Schedules

6. The following are the Schedules attached to and incorporated in this Subscription Agreement by reference and deemed to be a part hereof:

Schedule "A"	–	Form 45-106F19 - Lister Issuer Financing Document
Schedule "B"	–	Risk Acknowledgement Form
Schedule "C"	–	Form 4C – Corporate Placee Registration Form (if applicable)
Schedule "D"	–	Contact Information for Canadian Securities Commissions
Schedule "E"	–	Collection of Personal Information

Representations, Warranties, Acknowledgements and Covenants by the Subscriber

7. The Subscriber (on its own behalf and, if applicable, on behalf of each person on whose behalf the Subscriber is contracting) represents, warrants, acknowledges and covenants, as applicable, to the Corporation and its counsel (and acknowledges that the Corporation and its counsel, are relying thereon) both at the date hereof and at the Closing Time that:

(a) the Subscriber has been independently advised to consult with the Subscriber's own legal advisers as to restrictions with respect to trading in the Offered Securities imposed by applicable securities legislation in the jurisdiction in which the Subscriber resides or to which the Subscriber is otherwise subject, confirms that no representation (written or oral) has been made to the Subscriber by or on behalf of the Corporation with respect thereto other than as set forth herein, acknowledges that the Subscriber is aware of the characteristics of the Offered Securities, the risks relating to an investment therein;

(b) other than the Form 45-106F19 - *Listed Issuer Financing Document* accessible under the Corporation's profile at www.sedar.com and at https://oddburger.com/, the Subscriber has not received nor been provided with, nor has the Subscriber requested, nor does the Subscriber have any need to receive, any offering memorandum, any prospectus, sales or advertising literature, or any other similar document (other than, if any, an annual report, annual information form, interim report, information circular, take-over bid circular, issuer bid circular, prospectus, or other continuous disclosure document, the content of which, if applicable, is prescribed by applicable securities law and that, in each case, has been filed, if applicable, with applicable securities commissions) describing, or purporting to describe, the business and affairs of the Corporation which has been prepared for delivery to, and review by, prospective purchasers in order to assist such prospective purchasers in making an investment decision in respect of the Units; and

(c) the Subscriber has not become aware of and the purchase of the Units is not made through or as a result of any general solicitation or any advertisement in printed media of general and regular paid circulation (or other printed public media), radio, television or telecommunications or other form of advertisement (including electronic display such as the Internet) with respect to the distribution of the Units; and

(d) the Subscriber is, or is deemed to be, purchasing the Units as principal for the Subscriber's own account, not for the benefit of any other person, for investment only and not with a view to the resale or distribution of all or any of the Offered Securities, the Subscriber certifies that it is resident in the jurisdiction set out as the "Subscriber's Residential Address" on the face page hereof, and if the Subscriber is acting as agent or trustee for a principal/beneficial purchaser, such principal/beneficial purchaser is purchasing as principal for its own account, not for the benefit of any other person, for investment only and not with a view to resale or distribution, and is resident in the jurisdiction set forth in this Subscription Agreement as the "Principal's Residential Address" of the principal/beneficial purchaser; and

(e) the Subscriber acknowledges that:

(i) no securities commission or similar regulatory authority has reviewed or passed on the merits of the Offered Securities; and

(ii) there is no government or other insurance covering the Offered Securities; and

(iii) there are risks associated with the purchase of the Units; and

(iv) the Corporation has advised the Subscriber that the Corporation is relying on an exemption from the requirements to provide the Subscriber with a prospectus and to sell securities through a person or company registered to sell securities under the *Securities Act* (British Columbia) and other applicable securities laws and, as a consequence of acquiring Units pursuant to this exemption, certain protections, rights and remedies provided by the *Securities Act* (British Columbia) and other applicable securities laws, including statutory rights of rescission or damages, will not be available to the Subscriber; and

(f) the Subscriber has not received from the Corporation any financial assistance of any kind, directly or indirectly, in connection with its purchase of the Units hereunder; and

(g) the Subscriber has not and will not enter into any voting trust or similar agreement that has the effect of directing the manner in which the votes attached to the Offered Securities purchased pursuant to this Subscription Agreement may be voted following the Closing Date (as defined herein); and

(h) the Subscriber is aware that the Offered Securities and the Common Shares have not been and will not be registered under the 1933 Act or the securities laws of any state of the United States and that these securities may not be offered or sold, directly or indirectly, in the United States without registration under the 1933 Act and applicable state securities laws or in compliance with an exemption from the registration requirements of the 1933 Act and the applicable laws of all applicable states and the Subscriber acknowledges that the Corporation has no present intention of filing a registration statement under the 1933 Act or applicable state securities laws with respect to the re-sale of the Offered Securities; and

(i) the Subscriber undertakes and agrees that it will not offer or sell the Offered Securities in the United States unless such securities are registered under the 1933 Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and further that the Subscriber will not resell the Offered Securities, except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules; and

(j) if the Subscriber is a corporation, partnership, unincorporated association or other entity, the Subscriber has the legal capacity and competence to enter into and be bound by this Subscription Agreement and to perform all of its obligations hereunder, and if the Subscriber is a body corporate, the Subscriber is duly incorporated or created and validly subsisting under the laws of the jurisdiction of its incorporation, and further certifies that all necessary approvals of directors, shareholders, partners or otherwise have been given and obtained; and

(k) if the Subscriber is an individual, the Subscriber is of the full age of majority in the jurisdiction in which this Subscription Agreement is executed and is legally competent to execute this Subscription Agreement and take all action pursuant hereto; and

(l) this Subscription Agreement has been duly and validly authorized, executed and delivered by and constitutes a legal, valid, binding and enforceable obligation of the Subscriber; and

(m) the Subscriber acknowledges that this Subscription Agreement is not enforceable by the Subscriber until the Subscription Agreement has been accepted by the Corporation; and

(n) in the case of a subscription by the Subscriber for Units acting as agent for a principal/beneficial purchaser, the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of such principal/beneficial purchaser and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement of, such principal/beneficial purchaser and the Subscriber acknowledges that the Corporation is required by law to disclose to certain regulatory authorities the identity of each principal/beneficial purchaser for whom the Subscriber may be acting; and

(o) the Subscriber, or each principal/beneficial purchaser for whom it is acting, has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its investment and the Subscriber, or, each principal/beneficial purchaser for whom it is acting, is able to bear the economic risk of loss of its entire investment; and

(p) the Subscriber has relied solely upon this Subscription Agreement and publicly available information relating to the Corporation and, other than as stated herein, not upon any verbal or written representation as to fact or otherwise made by or on behalf of the Corporation and agrees and acknowledges that the Corporation's counsel is acting solely as counsel to the Corporation and not as counsel to the Subscriber; and

(q) the Subscriber understands and acknowledges that the Units are being offered for sale only on a "private placement" basis and that the sale and delivery of the Units is conditional upon such sale being exempt from the requirements as to the filing of a prospectus or delivery of an offering memorandum or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus or delivering an offering memorandum; and

(r) if required by applicable securities legislation, regulations, rules, policies or orders or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Corporation in filing, such reports, undertakings and other documents with respect to the issue of the Units as may be required; and

(s) the Subscriber will not resell the Offered Securities except in accordance with the provisions of: (i) applicable securities legislation; and (ii) stock exchange rules, if applicable, in the future; and

(t) the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in a violation of any of the terms or provisions of any law applicable to the Subscriber, or if the Subscriber is not a natural person, any of the Subscriber's constating documents, or any agreement to which the Subscriber is a party or by which the Subscriber is bound; and

(u) none of the funds that the Subscriber is using to purchase the Units represent proceeds of crime for the purposes of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) (the "**PCMLTFA**") and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA, and to the best of the Subscriber's knowledge:

(i) the Aggregate Subscription Amount to be provided by the Subscriber:

(A) has not been or will not be derived from or related to any activity that is deemed criminal under the law of Canada, the United States of America, or any other jurisdiction; or

(B) is not being tendered on behalf of a person or entity who has not been identified to the Subscriber; and

(ii) the Subscriber shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith; and

(v) none of the funds the Subscriber is using to purchase the Units are, to the knowledge of the Subscriber, proceeds obtained or derived, directly or indirectly, as a result of illegal activities; and

(w) the Subscriber understands and acknowledges that the Units are being purchased pursuant to exemptions from the prospectus requirements contained in applicable securities legislation and, as a result:

(i) the Subscriber is restricted from using most of the civil remedies available under applicable securities legislation; and

(ii) the Subscriber may not receive information that would otherwise be required to be provided to the Subscriber under applicable securities legislation; and

(iii) the Corporation is relieved from certain obligations that would otherwise apply under applicable securities legislation; and

(x) the Subscriber acknowledges that it has been encouraged to and should obtain independent legal, income tax and investment advice with respect to its subscription for the Units, including, but not limited to, the applicable resale restrictions, and accordingly, has been independently advised, or has waived such independent advice, as to the meanings of all terms contained herein relevant to the Subscriber for purposes of giving representations, warranties and covenants under this Subscription Agreement; and

(y) except for its knowledge regarding its subscription for the Units hereunder, the Subscriber has no knowledge of a "material fact" or a "material change" (as those terms are defined in the *Securities Act* (British Columbia) and which generally means a fact or change which would reasonably be expected to have a significant effect on the market price of the Corporation's Common Shares) in the affairs of the Corporation that has not been generally disclosed; and

(z) the Subscriber confirms that neither the Corporation nor any of its directors, employees, officers, affiliates, advisors, agents or underwriters, have made any representations (written or oral) to the Subscriber:

(i) regarding the future value of the Units;

(ii) that any person will resell or repurchase the Units; or

(iii) that any person will refund the purchase price of the Units other than as provided in this Subscription Agreement; and

(aa) the Subscriber acknowledges and agrees that upon acceptance by the Corporation of this Subscription Agreement and satisfaction of any closing conditions, the Aggregate Subscription Amount is immediately releasable to the Corporation and that no part of such proceeds will be held in escrow; and

(bb) the Subscriber acknowledges that the Corporation may complete additional financings in the future in order to develop the proposed business of the Corporation and to fund its ongoing development; that there is no assurance that such financings will be available and, if available, on reasonable terms; any such future financings may have a dilutive effect on current securityholders, including the Subscriber; that if such future financings are not available, the Corporation may be unable to fund its ongoing development and the lack of capital resources may result in the failure of its business venture; and

(cc) the Subscriber is not a "control person" of the Corporation, as that term is defined in the *Securities Act* (British Columbia), will not become a "control person" of the Corporation by purchasing the number of Units subscribed for under this Subscription Agreement, and does not intend to act jointly or in concert with any other person to form a control group in respect of the Corporation; and

(dd) the Subscriber acknowledges and agrees that no authorization, consent, order, approval or notice of any federal, provincial, territorial, municipal or foreign regulatory body or official must be obtained or given, and no waiting period must expire, in order that this Subscription Agreement and the transactions contemplated herein can be consummated by the Subscriber; and

(ee) the Subscriber does not act jointly or in concert with any other person for the purposes of the acquisition of the Units; and

(ff) the delivery of this Subscription Agreement, the acceptance hereof by the Corporation and the issuance of the Units to the Subscriber complies or will comply with all applicable laws of the Subscriber's jurisdiction of residence and domicile and will not cause the Corporation or any of its officers or directors to become subject to or require any disclosure, prospectus or other reporting requirement; and

(gg) the Subscriber acknowledges that the Subscriber or the Corporation may be required to provide the applicable securities regulatory authorities with a list setting forth the identities of the beneficial purchasers of the Units and notwithstanding that the Subscriber may be purchasing the Units as agent for a principal, it will provide, on request of the Corporation or its counsel, particulars as to the identity of such principal as may be required by the Corporation (in order to comply with the foregoing).

Closing

8. The Subscriber agrees to deliver to the Corporation, not later than 4:30 p.m. (Calgary time) on the day that is two business days before the Closing Date: (a) this duly completed and executed Subscription Agreement; (b) a certified cheque, bank draft or wire transfer payable to the Corporation for the Aggregate Subscription Amount of the Units subscribed for under this Subscription Agreement or payment of the same amount in such other manner as is acceptable to the Corporation; (c) **if the Subscriber is not an individual and beneficially owns, directly or indirectly, 5% or more of the Corporation's voting securities after the Offering and the Subscriber has not previously filed a Form 4C with the TSX Venture Exchange**, a fully executed and completed copy of Form 4C - Corporate Placee Registration Form attached hereto as **Schedule C**.

9. The sale of the Units pursuant to this Subscription Agreement will be completed at the offices of DLA Piper (Canada) LLP, the Corporation's counsel, in Calgary, Alberta at 10:00 a.m. (Toronto time) or such other time as the Corporation may determine (the "**Closing Time**") on January 20, 2023 or such other earlier or later date or dates as the Corporation may determine (each, a "**Closing Date**"). At the Closing Time, the certified cheque or bank draft payable to the Corporation in payment of the Aggregate Subscription Amount delivered as set forth in section 8 will be tendered to the Corporation against delivery by the Corporation of the certificates representing the Units.

10. The Corporation shall be entitled to rely on delivery of a facsimile copy or electronic copy of executed subscriptions, and acceptance by the Corporation of such facsimile or electronic copy of subscriptions shall be legally effective to create a valid and binding agreement between the Subscriber and the Corporation in accordance with the terms hereof. Notwithstanding the foregoing, upon the request of the Corporation, the Subscriber shall deliver originally executed copies of the documents listed in section 8 hereof to the Corporation within two business days of such request. In addition, this Subscription Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

General

11. The Subscriber agrees that the representations, warranties and covenants of the Subscriber herein will be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time as if made at that time and will survive the completion of the issuance of the Units and the closing of the transactions contemplated hereby. The representations, warranties and covenants of the Subscriber herein are made with the intent that they be relied upon by the Corporation and its counsel in determining the Subscriber's eligibility to purchase the Units and the Subscriber hereby agrees to indemnify and hold harmless the Corporation and its respective

directors, officers, employees, advisors, affiliates, shareholders, partners and agents from and against any and all loss, liability, claim, damage and expense whatsoever including, but not limited to, any fees, costs and expenses whatsoever reasonably incurred in investigating, preparing or defending against any litigation, administrative proceeding or investigation commenced or threatened or any claim whatsoever arising out of or based upon any representation or warranty of the Subscriber contained herein or in any document furnished by the Subscriber to the Corporation in connection herewith being untrue in any material respect or any breach or failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any document furnished by the Subscriber to the Corporation in connection herewith. The Subscriber undertakes to immediately notify the Corporation c/o DLA Piper (Canada) LLP, 10th Floor, Livingston Place, 250 - 2nd Street S.W., Calgary, Alberta T2P 0C1, Attn: Trevor Wong-Chor (Email: trevor.wong-chor@dlapiper.com) of any change in any statement or other information relating to the Subscriber set forth herein which takes place prior to the Closing Time. The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of all beneficial purchasers.

12. The Subscriber, if an individual, acknowledges that this Subscription Agreement and the Exhibits hereto require the Subscriber to provide certain personal information to the Corporation and its counsel. Such information is being collected by the Corporation and its counsel for the purposes of completing the Offering described herein, which includes, without limitation, determining the Subscriber's eligibility to purchase the Units under applicable securities legislation, preparing and registering certificates representing the Offered Securities to be issued to the Subscriber and completing filings required by any stock exchange, securities commission or securities regulatory authority or taxation authorities. Certain securities commissions have been granted the authority to indirectly collect this personal information pursuant to securities legislation and this personal information is also being collected for the purpose of administration and enforcement of securities legislation. In Ontario, the Administrative Assistant to the Director of Corporate Finance, Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario M5H 3S8, Telephone (416) 593-8086, Facsimile: (416) 593-8252 is the public official who can answer questions about the indirect collection of personal information. The Subscriber agrees that the Subscriber's personal information may be disclosed by the Corporation or its counsel to: (a) stock exchanges, securities commissions or securities regulatory authorities; (b) the Corporation's registrar and transfer agent; (c) taxation authorities; and (d) any of the other parties involved in the Offering, including legal counsel, and may be included in record books in connection with the Offering. By executing this Subscription Agreement, the Subscriber is deemed to be authorizing and consenting to the foregoing collection (including the indirect collection of personal information), use and disclosure of the Subscriber's personal information as set forth above. The Subscriber also consents to the filing of copies or originals of any of the Subscriber's documents described in this Subscription Agreement as may be required to be filed with any stock exchange, securities commission or securities regulatory authority in connection with the transactions contemplated hereby.

13. The Subscriber hereby irrevocably authorizes and appoints the Corporation as an attorney of the Subscriber with the following powers: (a) to act as the Subscriber's representative at the closing of the Offering and to execute in the Subscriber's name and on the Subscriber's behalf all closing receipts and documents required; (b) to complete or correct any errors, revisions or omissions in any form or document provided by the Subscriber, including this Subscription Agreement and the Exhibits; (c) to receive on the Subscriber's behalf certificates representing the Offered Securities purchased under this Subscription Agreement; and (d) to approve any opinions, certificates or other documents addressed to the Subscriber. The foregoing power of attorney is irrevocable, is coupled with an interest and has been given for valuable consideration, the receipt and adequacy of which are acknowledged. Such power of attorney and other rights and privileges granted under this section 13 will survive any legal or mental incapacity, dissolution, bankruptcy or death of the Subscriber and extends to the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of the Subscriber (as the case may be). Any person dealing with the Corporation may conclusively presume and rely upon the fact that any document, instrument or agreement executed by an attorney acting pursuant to this section 13 or any action taken by an attorney acting pursuant to this section 13, is authorized and binding on the Subscriber, without further inquiry. The Subscriber agrees (on its own behalf and, if applicable, on behalf of each principal/beneficial purchaser on whose behalf it is contracting) to be bound by any representations or actions properly made or taken by such attorney and waives any and all defences that may be available to contest, negate or disaffirm any action of such attorney taken under the foregoing power of attorney.

14. The obligations of the parties hereunder are subject to the acceptance of the terms of the Offering by the TSX Venture Exchange Inc and all other required regulatory approvals.

15. The Subscriber acknowledges and agrees that all costs incurred by the Subscriber (including any fees and disbursements of any special counsel retained by the Subscriber) relating to the sale of the Units to the Subscriber shall be borne by the Subscriber.

16. The contract arising out of this Subscription Agreement and all documents relating thereto shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of British Columbia. Time shall be of the essence hereof.

17. This Subscription Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof and there are no representations, warranties, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein.

18. The terms and provisions of this Subscription Agreement shall be binding upon and enure to the benefit of the Subscriber and the Corporation and their respective heirs, executors, administrators, successors and assigns; provided that, except for the assignment by a Subscriber who is acting as nominee or agent to the beneficial owner and as otherwise herein provided, this Subscription Agreement shall not be assignable by any party without prior written consent of the other parties.

19. Except as otherwise provided herein, the parties may waive, modify, change, discharge or terminate this Subscription Agreement only by a written instrument signed by each party against whom the waiver, change, discharge or termination is sought.

20. The invalidity, illegality or unenforceability of any provision of this Subscription Agreement shall not affect the validity, legality or enforceability of any other provision hereof.

21. The Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder, agrees that this subscription is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked by the Subscriber, on its own behalf and, if applicable, on behalf of others for whom it is contracting hereunder.

22. In this Subscription Agreement (including exhibits), references to “$” are to Canadian dollars.

23. The headings used in this Subscription Agreement have been inserted for convenience of reference only and shall not affect the meaning or interpretation of this Subscription Agreement or any provision hereof.

24. Words importing the singular number shall include the plural and vice versa and words importing the masculine, feminine or neuter genders shall include the other genders.

25. The parties hereto acknowledge and confirm that they have requested that this Subscription Agreement as well as all notices and other documents contemplated hereby be drawn up in the English language. Les parties aux présentes reconnaissent et confirment qu'elles on convenu que la présente convention de souscription ainsi que tous les avis et documents qui s'y rattachent soient rédigés dans la langue anglaise uniquement.

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SCHEDULE "A"

FORM 45-106F19 - *LISTED ISSUER FINANCING DOCUMENT*

Amended Offering Document under the Listed Issuer Financing Exemption December 22, 2022
(Amending the Offering Document under the Listed Issuer Financing Exemption dated December 20, 2022)

ODD BURGER CORPORATION (the "*Company*" or "*Odd Burger*")

PART 1: SUMMARY OF OFFERING

What are we offering?

Securities offered:	Up to 20,000,000 Units (the "**Units**").
Description of Offered Securities:	Each Unit will consist of one common share of the Company and one common share purchase warrant (each whole warrant, a "**Warrant**"). Each Warrant shall entitle the holder to purchase one common share of the Company at a price of CAD$0.40 at any time on or before 24 months after the Closing Date.
Offering Price per security:	$0.25 per Unit.
Minimum/maximum offering:	Minimum of 4,000,000 Units ($1,000,000) and a maximum of 20,000,000 Units ($5,000,000).
Payment Terms:	Bank draft or certified cheque on closing.
Proposed closing date:	On or about January 20, 2023 (the "**Closing Date**").
Selling agent:	No
The exchange and quotation system, if any, on which the securities are listed, traded or quoted	The common shares are listed on the TSX Venture Exchange (the "**TSXV**") under the trading symbol "ODD", on the OTCQB under the trading symbol ODDAF, and the Frankfurt Stock Exchange under IA9.
The closing price of the issuer's securities on the most recent trading day before the date hereof:	On December 19, 2022, the closing price of the Company's common shares on the TSXV was $0.33.

No securities regulatory authority or regulator has assessed the merits of these securities or reviewed this document. Any representation to the contrary is an offence. This offering may not be suitable for you and you should only invest in it if you are willing to risk the loss of your entire investment. In making this investment decision, you should seek the advice of a registered dealer.

Odd Burger Corporation is conducting a listed issuer financing under section 5A.2 of National Instrument 45-106 *Prospectus Exemptions*. In connection with this offering, the issuer represents the following is true:

- **The issuer has active operations and its principal asset is not cash, cash equivalents or its exchange listing.**
- **The issuer has filed all periodic and timely disclosure documents that it is required to have filed.**

- **The total dollar amount of this offering, in combination with the dollar amount of all other offerings made under the listed issuer financing exemption in the 12 months immediately before the date of this offering document, will not exceed $5,000,000.**

- **The issuer will not close this offering unless the issuer reasonably believes it has raised sufficient funds to meet its business objectives and liquidity requirements for a period of 12 months following the distribution.**

- **The issuer will not allocate the available funds from this offering to an acquisition that is a significant acquisition or restructuring transaction under securities law or to any other transaction for which the issuer seeks security holder approval.**"

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

This offering document contains "forward-looking information" within the meaning of applicable Canadian and United States securities laws, which is based upon the Company's current internal expectations, estimates, projections, assumptions and beliefs. The forward-looking information included in this offering document are made only as of the date of this offering document. Such forward-looking statements and forward-looking information include, but are not limited to, statements concerning future exploration plans at the Company's mineral properties, including exploration timelines and anticipated costs; completion of the offering, the Company's expectations with respect to the use of proceeds and the use of the available funds following completion of the offering; raising the minimum or maximum proceeds of the offering; and completion of the offering and the date of such completion. Forward-looking statements or forward-looking information relate to future events and future performance and include statements regarding the expectations and beliefs of management based on information currently available to the Company. Such forward-looking statements and forward-looking information often, but not always, can be identified by the use of words such as "plans", "expects", "potential", "is expected", "anticipated", "is targeted", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates", or "believes" or the negatives thereof or variations of such words and phrases or statements that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or be achieved.

Forward-looking statements or forward-looking information are subject to a variety of risks and uncertainties which could cause actual events or results to differ materially from those reflected in the forward-looking statements or forward-looking information, including, without limitation, risks and uncertainties relating to: general business and economic conditions; regulatory approval for the offering; completion of the offering; changes in commodity prices; the supply and demand for, deliveries of, and the level and volatility of the price of nickel and other metals; changes in project parameters as exploration plans continue to be refined; costs of exploration including labour and equipment costs; risks and uncertainties related to the ability to obtain or maintain necessary licenses, permits or surface rights; changes in credit market conditions and conditions in financial markets generally; the ability to procure equipment and operating supplies in sufficient quantities and on a timely basis; the availability of qualified employees and contractors; the impact of value of Canadian dollar and U.S. dollar, foreign exchange rates on costs and financial results; market competition; exploration results not being consistent with the Company's expectations; changes in taxation rates or policies; technical difficulties in connection with mining activities; changes in environmental regulation; environmental compliance issues; other risks of the mining industry; and risks related to the effects of COVID-19. Should one or more of these risks and uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those described in forward-looking statements or forward-looking information. Although the Company has attempted to identify important factors that could cause actual results to differ materially, there may be other factors that could cause results not to be as anticipated, estimated or intended. For more information on the Company and the risks and challenges of its business, investors should review the Company's annual filings that are available at www.sedar.com. The Company provides no assurance that forward-looking statements or forward-looking information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements and information. Accordingly, readers should not place undue reliance on forward-looking statements and forward-looking information. Any forward-looking statement speaks only as of the date on which it is made and, except as may be required by applicable securities laws, the Company disclaims any intent or obligation to update any forward-looking information, whether as a result of new information, changing circumstances, or otherwise.

PART 2: SUMMARY DESCRIPTION OF BUSINESS

What is Our Business?

The following is a brief summary of the business the issuer carries on or intends to carry on.

Odd Burger is a chain of company-owned and franchised vegan fast-food restaurants as well as a food technology company that manufactures and distributes a line of plant-based protein and dairy alternatives to foodservice channels under the brand Preposterous Foods. Odd Burger restaurants operate as smart kitchens, which use state-of-the art cooking technology and automation solutions to deliver a delicious food experience to customers craving healthier and more sustainable fast food. With small store footprints optimized for delivery and takeout, advanced cooking technology, competitive pricing, a vertically integrated supply chain along with healthier ingredients, Odd Burger is revolutionizing the fast-food industry by creating guilt-free fast food.

Odd Burger currently has locations in Brampton (ON), Calgary (AB), Hamilton (ON), London (ON), Toronto (ON), Vaughn (ON), Waterloo (ON), Whitby (ON), and Windsor (ON).

Recent Developments

The following is a brief summary of key recent developments involving or affecting the issuer.

On December 10th, 2022, the Company opened their first western Canada location in Calgary, Alberta. The Calgary Odd Burger is the first location set to open outside of Ontario and marks an important milestone for the company as it looks to expand its footprint across Canada and beyond.

On October 5, 2022, the Company launched its franchising operations in the United States and intends to begin offering and selling franchises in 25 U.S. States, including: Alabama, Alaska, Arizona, Arkansas, Colorado, Delaware, District of Columbia, Idaho, Iowa, Kansas, Massachusetts, Mississippi, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, Ohio, Oklahoma, Oregon, Pennsylvania, Tennessee, Vermont, West Virginia, and Wyoming. Offers and sales in Florida, Indiana, Kentucky, Michigan, Nebraska, South Dakota, Texas, Utah, and Wisconsin is expected to launch once the required filings are complete in each respective State.

A progress summary of previously announced Canadian locations is as follows:

Location	Status	Projected Opening
Edmonton, AB	Offer to lease submitted for location, awaiting landlord acceptance.	TBD
Oakville, ON	Location Secured. Drafting Permits.	Spring 2023
Ottawa, ON	Offer to lease submitted for location, awaiting landlord	TBD

	acceptance.	
Oshawa, ON	Drafting Permits.	Spring 2023
Nanaimo, BC	Prospecting Locations.	TBD
Regina, SK	Offer to lease submitted for location, awaiting landlord acceptance.	TBD
Surrey / Burnaby, BC	Prospecting Locations.	TBD
Toronto, Broadview, ON	Landlord work complete, construction to resume after inspections passed.	Spring 2023
Vancouver, BC	Offer to lease submitted for location, awaiting landlord acceptance.	TBD
Victoria, BC	Location Secured. Drafting Permits.	Summer 2023

On August 17, 2022, the Company launched their newly developed mobile application for both Apple and Android based mobile devices. The mobile app provides customers with a loyalty program whereby customers can receive points when they place orders on the app and then customers are able to redeem those points for Odd Burger food or credits towards future purchases. The mobile app was downloaded by nearly 1000 new users in the first 48 hours.

On July 6, 2022, the Company announced it had secured land in London, ON for the development of a new 50,000 sq. ft. food manufacturing facility. The 5.5 acre parcel of land was purchased from the City of London and approved by City Council on July 5, 2022. The new facility, when completed, is expected to be operated by Odd Burger's food technology and manufacturing subsidiary, Preposterous Foods Inc., and is anticipated to produce the Company's line of innovative plant-based proteins and dairy-free sauces. The facility should take between one to two years to build once permits are approved.

In March, 2022 Odd Burger signed an Area Representative Agreement with Sai-Ganesh Enterprises to bring 36 additional locations to Alberta and British Columbia over the next 7 years. In June, 2022 Odd Burger signed a second Area Representative Agreement for Ontario with Starke Corporation that will bring 40 new locations to the province over 8 years. In total, Odd Burger has 92 locations operational or under Area Representative Agreements in Canada, making it one of the fastest growing vegan restaurant chains in the country.

Material Facts

There are no material facts about the securities being distributed that have not been disclosed in this offering document or in any other document filed by the Company in the 12 months preceding the date of this offering document.

The most recent financial statements of the Company included a going-concern note. Management is aware, in making its going concern assessment, of recurring losses and on-going negative cash flow that may cast significant doubt on the Company’s ability to continue as a going concern. The Offering is intended to permit the Company to continue to expand its operations, with the goal of generating a sustainable positive cash flow and is not expected to affect the decision to include a going concern note in the next annual financial statements of the Company.

What are the business objectives that we expect to accomplish using the available funds?

Our business objectives for the next 12 months are:

Timeline	Objective
Q1 2023	• Establish U.S. operations team • Complete franchise registration in key U.S. states • Develop U.S. marketing plan. • Setup U.S. supply chain. • Increase food production capacity at current facility.
Q2 2023	• Establish European Union (E.U.) operations team • Develop legal and corporate structure for E.U. • Establish suppliers and develop products with co-packers for E.U. • Begin construction on first U.S. location.
Q3 2023	• Launch first U.S. Location • Expand Canadian presence into Quebec. • Acquire additional manufacturing capacity.
Q4 2023	• Launch first E.U Location • Begin process of expansion into other territories (Middle East, Asia, South America, Etc.) • Launch 20th location in Canada.

PART 3: USE OF AVAILABLE FUNDS

What will our available funds be upon the closing of the offering?

Available Funds

The net proceeds of the offering and the funds which will be available to us after this offering are as follows:

		Assuming min. offering	Assuming max. offering
A.	Amount to be raised by this offering	$ 1,000,000	$ 5,000,000
B.	Selling commissions and fees	$ 35,000	$ 311,500
C.	Estimated offering costs (including legal, accounting, audit, etc.)	$ 35,000	$ 50,000
D.	Net Proceeds: D = A-(B+C)	$ 930,000	$ 4,638,500
E.	Working capital as at most recent month end (deficiency)	$ (885,000)	$ (885,000)
F.	Additional sources of funding	$ 400,000	$ -
G.	Total available funds: G = D+E+F	$ 445,000	$ 3,753,500

How will we use the available funds?

We will use the available funds as follows:

Description of intended use of available funds listed in	Assuming	Assuming

order of priority	min. offering	max. offering
Complete land acquisition for Canadian franchises	$ 172,000	$ 572,000
Establish a US presence and create a US operational team	$ 150,000	$ 400,000
Initiate international expansion into Europe	$ 100,000	$ 450,000
Expand current production capacity	$ 23,000	$ 250,000
Working Capital	$ -	$ 2,081,500
Total	$ 445,000	$ 3,753,500

We intend to spend the net proceeds as stated. We will reallocate funds only for sound business reasons.

How have we used the other funds we have raised in the past 12 months?

Financing Date	Amount of Financing	Use of Proceeds	Use to Date	Variances
October 11, 2022	$343,000	General working capital purposes	$343,000	nil
June 9, 2022	$100,000	Sales and marketing of new franchise locations, upgrading manufacturing facilities, completing existing corporate restaurant construction projects and general working capital purposes.	$100,000	nil
May 10, 2022	$329,000	Sales and marketing of new franchise locations, upgrading manufacturing facilities, completing existing corporate restaurant construction projects and general working capital purposes.	$329,000	nil
March 31, 2022	$500,000	Sales and marketing of new franchise locations, upgrading manufacturing facilities, completing existing corporate restaurant construction projects and general working capital purposes.	$500,000	nil

PART 4: FEES AND COMMISSIONS

Who are the dealers or finders that we have engaged in connection with this offering, if any, and what are their fees?

1. The name of the dealer, finder, or other person;

   N/A

2. A description of each type of compensation and the estimated amount to be paid for each type;

The Offering is non-brokered but the Company may pay a commission of 7% to brokers who bring in subscribers.

3. If a commission is being paid, the percentage that the commission will represent of the gross proceeds of the offering (assuming both the minimum and maximum offering);

   7% of the proceeds brought in by each broker.

4. Details of any broker's warrants or agent's option (including number of securities under the warrants or option, exercise price and expiry date);

   N/A

5. If any portion of the compensation will be paid in securities, details of the securities (including number, type and, if options or warrants, the exercise price and expiry date).

   N/A

Do the Agent(s) have a conflict of interest?

To the knowledge of the Company, it is not a "related issuer" or "connected issuer" of or to the Agents, as such terms are defined in National Instrument 33-105 – Underwriting Conflicts.

PART 5: PURCHASER'S RIGHTS

Rights of Action in the Event of a Misrepresentation

If there is a misrepresentation in this offering document, you have a right:

(a) to rescind your purchase of these securities with the Company, or

(b) to damages against the Company and may, in certain jurisdictions, have a statutory right to damages from other persons.

These rights are available to you whether or not you relied on the misrepresentation. However, there are various circumstances that limit your rights. In particular, your rights might be limited if you knew of the misrepresentation when you purchased the securities.

If you intend to rely on the rights described in paragraph (a) or (b) above, you must do so within strict time limitations.

You should refer to any applicable provisions of the securities legislation of your province or territory for the particulars of these rights or consult with a legal adviser.

PART 6: ADDITIONAL INFORMATION

Where can you find more information about us?

A security holder can access the issuer's continuous disclosure at www.sedar.com and our website at https://oddburger.com/.

PART 7: DATE AND CERTIFICATE

Dated December 22, 2022.

This offering document, together with any document filed under Canadian securities legislation on or after December 22, 2021, contains disclosure of all material facts about the securities being distributed and does not contain a misrepresentation.

(signed) "James McInnes"	*(signed) "Ted Sehl"*
James McInnes, Chief Executive Officer	Ted Sehl, Chief Financial Officer

SCHEDULE "B"
RISK ACKNOWLEDGEMENT FORM

Instructions: *This form must be completed by the Subscriber and delivered with the Subscription Agreement for to which it is attached. The Subscriber must initial each of the following boxes below, and in doing so they are representing to the Corporation that they have read and understand the corresponding risks.*

	Yes (Initial)	No
1. Risk Acknowledgement		
Risk of Loss – Do you understand that this is a risky investment and that you may lose all the money you pay for this investment?		
Liquidity Risk – Do you understand that you may never be able to sell this investment?		
Lack of Information – Do you understand that you may receive little ongoing information about the issuer and/or this investment?		
No Income – Do you understand that you may not earn any income, such as dividends or interest, on this investment?		
No Prospectus – Do you understand that this investment is being carried out pursuant to a prospectus exemption, and accordingly you will not receive a prospectus in connection with the investment?		
2. No Approval and No Advice		
No Approval – Do you understand that this investment has not been reviewed or approved in any way by a securities regulatory authority?		
No Advice – Do you understand that you will not receive advice about whether this investment is suitable for you to purchase, and the information you receive about the securities will be limited to the offering document prepared in accordance with Section 5A of National Instrument 45-106?		
3. Limited Legal Rights		
Limited Legal Rights – Do you understand that you will not have the same rights as if you purchased under a prospectus or through a stock exchange? If you want to know more, you may need to seek professional legal advice.		
4. Purchaser's Understanding of this Investment		
Investment Risks – Have you read this form and do you understand the risks of making this investment?		
Offering Document – Before you invest, you should read the offering document carefully. The offering document contains important information regarding this investment, and if you have not read or do not understand the information contained in the offering document, you should not invest.		

The offering document may be accessed on the Corporation's SEDAR profile at www.sedar.com and its website at www.oddburger.com. Have you read and do you understand the information in the offering document?		
5. Purchaser's Acknowledgement		

____

First and Last Name

____

Date

SCHEDULE "C"

TSX venture EXCHANGE

FORM 4C
CORPORATE PLACEE REGISTRATION FORM

This Form will remain on file with the Exchange and must be completed if required under section 4(b) of Part II of Form 4B. The corporation, trust, portfolio manager or other entity (the "Placee") need only file it on one time basis, and it will be referenced for all subsequent Private Placements in which it participates. If any of the information provided in this Form changes, the Placee must notify the Exchange prior to participating in further placements with Exchange listed Issuers. If as a result of the Private Placement, the Placee becomes an Insider of the Issuer, Insiders of the Placee are reminded that they must file a Personal Information Form (2A) or, if applicable, Declarations, with the Exchange.

1. Placee Information:

   (a) Name: ____

   (b) Complete Address: ____

   (c) Jurisdiction of Incorporation or Creation: ___________________________________

2. (a) Is the Placee purchasing securities as a portfolio manager: (Yes/No)? ______________

   (b) Is the Placee carrying on business as a portfolio manager outside of Canada: (Yes/No)? __________

3. If the answer to 2(b) above was "Yes", the undersigned certifies that:

   (a) it is purchasing securities of an Issuer on behalf of managed accounts for which it is making the investment decision to purchase the securities and has full discretion to purchase or sell securities for such accounts without requiring the client's express consent to a transaction;

   (b) it carries on the business of managing the investment portfolios of clients through discretionary authority granted by those clients (a "portfolio manager" business) in ____________________ [jurisdiction], and it is permitted by law to carry on a portfolio manager business in that jurisdiction;

   (c) it was not created solely or primarily for the purpose of purchasing securities of the Issuer;

   (d) the total asset value of the investment portfolios it manages on behalf of clients is not less than $20,000,000; and

   (e) it has no reasonable grounds to believe, that any of the directors, senior officers and other insiders of the Issuer, and the persons that carry on investor relations activities for the Issuer has a beneficial interest in any of the managed accounts for which it is purchasing.

4. If the answer to 2(a). above was "No", please provide the names and addresses of Control Persons of the Placee:

Name *	City	Province or State	Country

* If the Control Person is not an individual, provide the name of the individual that makes the investment decisions on behalf of the Control Person.

5. Acknowledgement - Personal Information and Securities Laws

(a) "Personal Information" means any information about an identifiable individual, and includes information contained in sections 1, 2 and 4, as applicable, of this Form.

The undersigned hereby acknowledges and agrees that it has obtained the express written consent of each individual to:

(i) the disclosure of Personal Information by the undersigned to the Exchange (as defined in Appendix 6B) pursuant to this Form; and

(ii) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6B or as otherwise identified by the Exchange, from time to time.

(b) The undersigned acknowledges that it is bound by the provisions of applicable Securities Law, including provisions concerning the filing of insider reports and reports of acquisitions.

Dated and certified (if applicable), acknowledged and agreed, at __________________________________ on __________ ___________________________

____
(Name of Purchaser - please print)

____
(Authorized Signature)

____
(Official Capacity - please print)

____
(Please print name of individual whose signature appears above)

THIS IS NOT A PUBLIC DOCUMENT

SCHEDULE "D""

CONTACT INFORMATION FOR CANADIAN SECURITIES COMMISSIONS

Alberta Securities Commission
Suite 600, 250 – 5th Street SW
Calgary, Alberta T2P 0R4
Telephone: (403) 297-6454
Toll free in Canada: 1-877-355-0585
Facsimile: (403) 297-2082

British Columbia Securities Commission
P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Inquiries: (604) 899-6854
Toll free in Canada: 1-800-373-6393
Facsimile: (604) 899-6581
Email: inquiries@bcsc.bc.ca

The Manitoba Securities Commission
500 – 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: (204) 945-2548
Toll free in Manitoba 1-800-655-5244
Facsimile: (204) 945-0330

Financial and Consumer Services Commission (New Brunswick)
85 Charlotte Street, Suite 300
Saint John, New Brunswick E2L 2J2
Telephone: (506) 658-3060
Toll free in Canada: 1-866-933-2222
Facsimile: (506) 658-3059
Email: info@fcnb.ca

Government of Newfoundland and Labrador
Financial Services Regulation Division
P.O. Box 8700
Confederation Building
2nd Floor, West Block
Prince Philip Drive
St. John's, Newfoundland and Labrador A1B 4J6
Attention: Director of Securities
Telephone: (709) 729-4189
Facsimile: (709) 729-6187

Government of the Northwest Territories
Office of the Superintendent of Securities
P.O. Box 1320
Yellowknife, Northwest Territories X1A 2L9
Attention: Deputy Superintendent, Legal & Enforcement
Telephone: (867) 920-8984
Facsimile: (867) 873-0243

Nova Scotia Securities Commission
Suite 400, 5251 Duke Street
Duke Tower, P.O. Box 458
Halifax, Nova Scotia B3J 2P8
Telephone: (902) 424-7768
Facsimile: (902) 424-4625

Government of Nunavut
Department of Justice
Legal Registries Division
P.O. Box 1000, Station 570
1st Floor, Brown Building
Iqaluit, Nunavut X0A 0H0
Telephone: (867) 975-6590
Facsimile: (867) 975-6594

Ontario Securities Commission
20 Queen Street West, 22nd Floor
Toronto, Ontario M5H 3S8
Telephone: (416) 593- 8314
Toll free in Canada: 1-877-785-1555
Facsimile: (416) 593-8122
Email: exemptmarketfilings@osc.gov.on.ca
Public official contact regarding indirect collection of information: Inquiries Officer

Prince Edward Island Securities Office
95 Rochford Street, 4th Floor Shaw Building
P.O. Box 2000
Charlottetown, Prince Edward Island C1A 7N8
Telephone: (902) 368-4569
Facsimile: (902) 368-5283

Autorité des marchés financiers
800, Square Victoria, 22e étage
C.P. 246, Tour de la Bourse
Montréal, Québec H4Z 1G3
Telephone: (514) 395-0337 or 1-877-525-0337
Facsimile: (514) 873-6155 (For filing purposes only)
Facsimile: (514) 864-6381 (For privacy requests only)
Email: financementdessocietes@lautorite.qc.ca (For corporate finance issuers);
fonds_dinvestissement@lautorite.qc.ca (For investment fund issuers)

Financial and Consumer Affairs Authority of Saskatchewan
Suite 601 - 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
Telephone: (306) 787-5879
Facsimile: (306) 787-5899

Government of Yukon
Department of Community Services
Law Centre, 3rd Floor
2130 Second Avenue
Whitehorse, Yukon Y1A 5H6
Telephone: (867) 667-5314
Facsimile: (867) 393-6251

SCHEDULE "E"
COLLECTION OF PERSONAL INFORMATION

This Subscription Agreement and the schedules hereto require the Subscriber to provide certain personal information (respecting the Subscriber and, if applicable, the beneficial purchaser for whom the Subscriber is contracting) to the Corporation. Personal information includes "personal information" as that term is defined under applicable privacy legislation, including without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar replacement or supplemental provincial or federal legislation or laws and, if applicable, the rules and policies of the TSXV in effect from time to time. Such information is being collected for the purposes of completing the Offering, which includes, without limitation, determining the eligibility of the Subscriber or, if applicable, the beneficial purchaser for whom the Subscriber is contracting, to purchase Units under applicable Securities Laws, preparing and registering certificates representing the Units to be issued hereunder and completing filings required under applicable Securities Laws or by any stock exchange, the Investment Industry Regulatory Organization of Canada and/or securities regulatory authorities.

In addition, such personal information may be used or disclosed by the Corporation for the purpose of administering the Corporation's relationship with the Subscriber or, if applicable, the beneficial purchaser for whom the Subscriber is contracting. For example, such personal information may be used by the Corporation to communicate with the Subscriber or, if applicable, the beneficial purchaser for whom the Subscriber is contracting (such as by providing annual or quarterly reports), to prepare tax filings and forms or to comply with its obligations under taxation, securities and other laws (such as maintaining a list of holders of shares).

In connection with the foregoing, the personal information of the Subscriber or, if applicable, the beneficial purchaser for whom the Subscriber is contracting, may be disclosed by the Corporation to: (i) any stock exchanges or securities regulatory or taxation authorities; (ii) the Corporation's registrar and transfer agent; and (iii) any of the other parties involved in the Offering, including legal counsel, and may be included in record books prepared in respect of the Offering.

By executing this Subscription Agreement, the Subscriber (on its own behalf and, if applicable, on behalf of the beneficial purchaser for whom the Subscriber is contracting) hereby consents to the collection, use and disclosure of such personal information. The Subscriber (on its own behalf and, if applicable, on behalf of the beneficial purchaser for whom the Subscriber is contracting) also consents to the filing of copies or originals of any of the documents provided to the Corporation by or on behalf of the Subscriber with any stock exchange or securities regulatory authority in relation to the transactions contemplated by this Subscription Agreement.

The Subscriber acknowledges that the Subscriber's personal information and the personal information of any Disclosed Principal may be delivered to the Canadian securities commissions under the authority granted to them under securities legislation for the purposes of administration and enforcement of the securities legislation of the applicable Canadian province or territory. The public official of such Canadian province or territory who can answer questions about such indirect collection of personal information is set forth on Schedule "D" to this Subscription Agreement.

The Subscriber also acknowledges and consents to the collection, use and disclosure of the Subscriber's personal information by the TSXV and its affiliates, authorized agents, subsidiaries and divisions, including the TSXV for the following purposes: (i) to conduct background checks, (ii) to verify personal information that has been provided about each individual, (iii) to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the Corporation or its associates or affiliates, (iv) to conduct enforcement proceedings, and (v) to perform other investigations as required by and to ensure compliance with all applicable rules,

policies, rulings and regulations of the TSXV, Securities Laws and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada. As part of this process, the Subscriber further acknowledges that the TSXV also collects additional personal information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or self-regulatory organizations, regulations services providers and each of their subsidiaries, affiliates, regulators and authorized Underwriters, to ensure that the purposes set out above can be accomplished. The personal information collected by the TSXV may also be disclosed: (i) to the aforementioned agencies and organizations or as otherwise permitted or required by law and may be used for the purposes described above for their own investigations, and (ii) on the TSXV's website or through printed materials published by or pursuant to the directions of the TSXV. The TSXV may from time to time use third parties to process information and/or provide other administrative services and may share information with such third party services providers.

EXHIBIT C TO THE FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

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

Interim Financial Statements

Odd Burger Franchise (US) Inc
Jan 1, 2023 to Jun 30, 2023

Prepared on
August 8, 2023

Profit and Loss

January - June, 2023

	Total
INCOME	
Total Income	
GROSS PROFIT	**0.00**
EXPENSES	
5555 Legal & accounting services	23,408.50
General business expenses	
5002 Bank fees & service charges	27.00
Regulatory Costs	145.00
Total General business expenses	**172.00**
Total Expenses	**23,580.50**
NET OPERATING INCOME	**-23,580.50**
NET INCOME	**$ -23,580.50**

Balance Sheet

As of June 30, 2023

	Total
ASSETS	
Current Assets	
Bank Accounts	
1055 RBC-02722-4003018	8,572.86
Total Bank Accounts	**8,572.86**
Total Current Assets	**8,572.86**
TOTAL ASSETS	**$8,572.86**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2100 Accounts Payable (A/P)	20,727.00
Total Accounts Payable	**20,727.00**
Other Current Liabilities	
2200 Accrued Liabilities	0.00
2665 Due to From Odd Burger Franchise Inc	0.00
2670 Due to from Odd Burger Ltd	200.00
Total Other Current Liabilities	**200.00**
Total Current Liabilities	**20,927.00**
Total Liabilities	**20,927.00**
Equity	
Owner investments	
3100 Equity	60,000.00
Total Owner investments	**60,000.00**
Retained Earnings	-48,773.64
Net Income	-23,580.50
Total Equity	**-12,354.14**
TOTAL LIABILITIES AND EQUITY	**$8,572.86**

Financial statements of

Odd Burger Franchise (US) Inc.

December 31, 2022

(expressed in US dollars)

Independent Auditor's Report

To the Board of Directors and Stockholder of Odd Burger Franchise (US) Inc.:

Opinion

We have audited the accompanying financial statements of Odd Burger Franchise (US) Inc. (the "Company"), which comprise the balance sheet as of December 31, 2022, and the related statements of loss and comprehensive loss, changes in stockholder's deficit, and cash flows for the period from April 7, 2022 to December 31, 2022 then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Odd Burger Franchise (US) Inc. as of December 31, 2022, and the results of its operations and its cash flows for the period from April 7, 2022 to December 31, 2022 then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Material Uncertainty Related to Going Concern

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the financial statements, the Company has a net loss of $48,774 and has a working capital deficiency of $38,774 that raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 2. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion has not been modified with respect to that matter.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Odd Burger Franchise (US) Inc.'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 Odd Burger Franchise (US) Inc.'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.

MNP LLP

Toronto, Ontario
May 4, 2023

Chartered Professional Accountant
Licensed Public Accountant

Odd Burger Franchise (US) Inc.

Balance Sheet
as at December 31, 2022
(expressed in US dollars)

	Note	2022 $
Assets		
Current assets		
Cash		133
Total assets		**133**
Liabilities		
Current liabilities		
Accounts payable and accrued liabilities		19,516
Due to related parties	*4*	19,391
Total liabilities		**38,907**
Stockholder's deficit		
Capital stock	*3*	-
Additional paid-in capital		10,000
Accumulated deficit		(48,774)
		(38,774)
Total liabilities and stockholder's deficit		**133**

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

Odd Burger Franchise (US) Inc.

Statement of Changes in Stockholder's Deficit
For the period of April 7, 2022 to December 31, 2022
(expressed in US dollars)

	Note	Number of shares	Capital stock	Additional paid in capital	Accumulated deficit	Total
		#	**$**	**$**	**$**	**$**
Balance as at April 7, 2022		-	-	-	-	-
Issuance of shares	*3*	100	-	10,000	-	10,000
Net loss and comprehensive loss for the period		-	-	-	(48,774)	(48,774)
Balance as at December 31, 2022		**10,000**	**-**	**10,000**	**(48,774)**	**(38,774)**

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

Odd Burger Franchise (US) Inc.

Statement of Loss and Comprehensive Loss
For the period of April 7, 2022 to December 31, 2022
(expressed in US dollars)

	Period from April 7, 2022 to December 31, 2022
	$
Revenue	-
Expenses	
Professional fees	48,707
Bank charges	67
Operating loss	(48,774)
Net loss and comprehensive loss for the period	**(48,774)**

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

Odd Burger Franchise (US) Inc.

Statement of Cash Flows
For the period of April 7, 2022 to December 31, 2022
(expressed in US dollars)

	Period from April 7, 2022 to December 31, 2022
	$
Cash provided by (used in)	
Operating activities	
Net loss for the period	(48,774)
Changes in non-cash working capital items	
Accounts payable and accrued liabilities	19,516
	(29,258)
Financing activities	
Issuance of capital stock	10,000
Advances from related parties	19,391
	29,391
Net change in cash	133
Cash, beginning of period	-
Cash, end of period	**133**

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

1. Incorporation and Operation

Odd Burger Franchise (US) Inc. (the "Company") was incorporated under the laws of the State of Delaware on April 7, 2022. The Company enters franchise agreements with franchisees of Odd Burger locations in the United States of America. Odd Burger Franchise (US) Inc. is a wholly owned subsidiary of Odd Burger Ltd., an Ontario corporation, which is a wholly owned subsidiary of Odd Burger Corporation, a British Columbia corporation.

2. Summary of significant accounting policies

Basis of accounting

The Company prepares its financial statements under the accrual basis of accounting, in conformity with accounting principles generally accepted in the United States of America ("US GAAP"). The accounting policies set below have been applied to the period presented in these financial statements.

The financial statements have been prepared on the historical cost basis except for certain financial instruments that are measured at fair value, as explained in the accounting policies below. Historical cost is generally based on the fair value of the consideration given in exchange for assets.

The Company's financial statements as at and for the period ended from April 7, 2022 to December 31, 2022 (the "period"), were authorized for issuance by the Board of Directors on May 4, 2023.

Functional and presentation currency

The financial statements are presented in US dollars, which is the Company's functional currency.

Going concern

These financial statements have been prepared on a going concern basis which contemplates the realization of assets and the payment of liabilities in the ordinary course of business. Future operations are dependent on the Company being able to raise capital through share issuance or alternative financing and continued support from the Company's parent (Note 5); the generation of profitability from operations and the ability to discharge obligations as they come due. Should the Company be unable to continue as a going concern, it may be unable to realize the carrying value of its assets and to meet its liabilities as they become due. The Company had a net loss of $48,774 for the period of April 7, 2022 to December 31, 2022 and working capital deficiency of $38,774 at December 31, 2022 that raise substantial doubt about its ability to continue as a going concern.

2. Summary of significant accounting policies (continued)

Use of estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the period.

The accounting estimates that require management's significant judgment include the valuation of deferred income tax assets and liabilities. Actual results could differ materially from these estimates.

Revenue recognition

The Company accounts for revenue in accordance with the provisions of ASC Topic 606, Revenue from Contracts with Customers (ASC 606). The Company earns franchise fees for pre-opening support and for licensing franchise rights over the term of the respective franchise agreement. Revenue from franchise fees will be recognized over the term of the respective franchise agreements.

The Company earns royalty and marketing fees based on sales volume of the respective franchisees which will be recognized in the period earned.

Income taxes

Income taxes are computed in accordance with the provisions of Accounting Standards Codification ("ASC") Topic 740, which requires, among other things, a liability approach to calculating deferred income taxes. The Company recognizes deferred tax liabilities and assets for the expected future tax consequences of events that have been recognized in its financial statements or tax returns.

Under this method, deferred tax liabilities and assets are determined based on the difference between the financial statement carrying amounts and tax bases of assets and liabilities using enacted tax rates in effect in the years in which the differences are expected to reverse. The Company is required to make certain estimates and judgments about the application of tax law, the expected resolution of uncertain tax positions and other matters. In the event that uncertain tax positions are resolved for amounts different than the Company's estimates, or the related statutes of limitations expire without the assessment of additional income taxes, the Company will be required to adjust the amounts of the related assets and liabilities in the period in which such events occur. Such adjustments may have a material impact on the Company's income tax provision and results of operations.

The Company recognizes the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely than not sustain the

2. Summary of significant accounting policies (continued)

Income taxes (continued)

position following an audit. For tax positions meeting the more-likely- than- not threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement with the relevant tax authority. The Company recognizes interest accrued on uncertain tax positions as well as interest received from favorable tax settlements within interest expense. The Company recognizes penalties accrued on unrecognized tax benefits within general and administrative expenses. As of December 31, 2022, the Company had no uncertain tax positions.

Accounts payable and accrued liabilities

Accounts payable and accrued liabilities are obligations to pay for goods or services that have been acquired in the ordinary course of business from suppliers. Accounts payable and accrued liabilities are classified as current liabilities if payment is due within one year or less.

Financial assets and liabilities

A financial asset or liability is recognized if the Company becomes a party to the contractual provisions of the asset or liability. A financial asset or liability is recognized initially (at trade date) at its fair value plus, in the case of a financial asset or liability not at fair value through profit or loss, transaction costs that are directly attributable to the acquisition or issue of the instrument. Financial assets and liabilities carried at fair value through profit or loss are initially recognized at fair value and transaction costs are expensed in the statement of income and comprehensive income.

After initial recognition, financial assets are measured at their fair values except for those which are measured at amortized cost. After initial recognition, financial liabilities are measured at amortized cost except for financial liabilities at fair value through profit or loss which are measured at fair value.

The Company classifies its financial assets and liabilities according to their characteristics, and management's choices and intentions related thereto for the purposes of ongoing measurement.

Classification choices for financial assets include:

- Fair value through profit or loss - measured at fair value with changes in fair value recorded in the statement of income; and
- Amortized cost - measured at amortized cost with gains and losses recognized in net earnings in the period that the asset is no longer recognized or impaired.
  Classification choices for financial liabilities include:

2. Summary of significant accounting policies (continued)

Financial assets and liabilities (continued)

- Fair value through profit or loss - measured at fair value with changes in fair value recorded in the statement of income and comprehensive income; and
- Amortized cost - measured at amortized cost with gains and losses recognized in the statement of income and comprehensive income in the period that the liability is no longer recognized.

Financial assets are derecognized if the Company's contractual rights to the cash flows from the financial assets expire, or if the Company transfers the financial asset to another party without retaining control or substantially all risks and rewards of the asset. Financial liabilities are derecognized if the Company's obligations specified in the contract expire or are discharged or cancelled.

Fair value of financial instruments

ASC Topic 820 defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. Included in the ASC Topic 820 framework is a three level valuation inputs hierarchy with Level 1 being inputs and transactions that can be effectively fully observed by market participants spanning to Level 3 where estimates are unobservable by market participants outside of the Company and must be estimated using assumptions developed by the Company. The Company discloses the lowest level input significant to each category of asset or liability valued within the scope of ASC Topic 820 and the valuation method as exchange, income or use. The Company uses inputs which are as observable as possible and the methods most applicable to the specific situation.

The carrying amounts of cash and accounts payable and accrued liabilities approximate fair value because of their short-term nature.

3. Capital stock

The Company's authorized share capital consists of 1,000 common shares with a par value of $0.0001 per share.

Issued capital stock

On September 23, 2022, the Company issued 100 common shares for cash consideration of $10,000, for which a nominal value of $0.01 was assigned to capital stock and the remaining amount was recorded as additional paid in capital.

4. Related party transactions

Odd Burger Franchise Inc. a Canadian affiliate incurred legal expenses on behalf of the Company, for $19,190 that were subsequently paid off by the Company December 31, 2022.

Odd Burger Ltd., the parent company, had advanced the Company $200 during the period. This amount bears no interest and is expected to be paid back subsequent to December 31, 2022.

5. Subsequent event

On February 9, 2023, the parent of the Company, Odd Burger Limited, transferred $50,000 to Odd Burger Franchise (US) Inc. in consideration for 500 common shares of the Company.

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

Odd Burger Franchise (US) Inc.
Opening Balance Sheet
As at September 23, 2022
(Unaudited)

Assets

Current

Cash	$10,000

Liabilities

Current

Accounts payable and accrued	$ -
	$10,000

Shareholder's Equity

Share Capital (note 4)	$10,000
	$10,000

The accompanying notes are an integral part of the financial statements

1. Incorporation and Operation

Odd Burger Franchise (US) Inc. was incorporated under the laws of the State of Delaware on April 7, 2022. The Company enters franchise agreements with franchisees of Odd Burger locations in the United States of America. Odd Burger Franchise (US) Inc. is a wholly owned subsidiary of Odd Burger Ltd., an Ontario corporation, which is a wholly owned subsidiary of Odd Burger Corporation, a British Columbia corporation.

2. Accounting Standards

These first financial statements are prepared under US Generally Accepted Accounting Standards (US GAAP).

3. Significant Accounting Policies

Revenue Recognition

The Company will earn franchise fees for pre-opening support and for licensing franchise rights over the term of the respective franchise agreement. Revenue from franchise fees will be recognized over the term of the respective franchise agreements.

The Company will earn royalty and marketing fees based on sales volume of the respective franchisees which will be recognized in the period earned.

4. Share Capital

Issued and Outstanding	10,000 common shares, voting	$10,000

On September 23, 2022 the Company issued 10,000 common shares for cash consideration of $10,000.

EXHIBIT D TO THE FRANCHISE DISCLOSURE DOCUMENT

STATE ADMINISTRATORS

STATE ADMINISTRATORS

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

Commissioner of Business Oversight
2101 Arena Boulevard
Sacramento, CA 95834
1-866-275-2677

Connecticut
Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, CT 06103

Florida
Division of Consumer Services
Attn: Business Opportunities
2005 Apalachee Parkway
Tallahassee, FL 32399

Hawaii
Franchise & Securities Division
State Department of Commerce
P.O. Box 40
Honolulu, HI 96813

Illinois
Office of the Attorney General
Franchise Bureau
500 South Second Street
Springfield, IL 62706

Indiana
Indiana Secretary of State
Indiana Securities Division
Franchise Section
302 W. Washington Street Room E-111
Indianapolis, IN 46204

Kentucky
Office of the Attorney General
Consumer Protection Division
Attn: Business Opportunity
1024 Capital Center Drive
Frankfort, KY 40601

Maine
Department of Professional and Financial Regulations
Bureau of Banking
Securities Division
121 Statehouse Station
Augusta, ME 04333

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

Michigan
Michigan Department of the Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
670 Law Building
PO Box 30213
Lansing, MI 48909

Minnesota
Minnesota Department of Commerce
Securities Division
85 7th Place East, Suite 280
St. Paul, MN 55101

Nebraska
Nebraska Department of Banking and Finance
Commerce Court
1230 O Street, Suite 400, Lincoln, NE 68509

New York
NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
212-416-8222

North Carolina
Secretary of State
Securities Division
300 North Salisbury Street, Suite 100
Raleigh, NC 27603

North Dakota
Office of Securities Commissioner
600 East Boulevard, 5th Floor
Department 414
Bismarck, ND 58505

LIST OF STATE ADMINISTRATORS (CONTINUED)

Rhode Island
Department of Business Registration
Division of Securities
233 Richmond Street Suite 232
Providence, RI 02903

South Carolina
Office of the Secretary of State
1205 Pendleton Street
Edgar Brown Building, Suite 525
Columbia, SC 29201

South Dakota
Franchise Office
Division of Securities
910 E. Sioux Avenue
Pierre, SD 57501

Texas
Office of the Secretary of State
Statutory Document Section
1019 Brazos Street
Austin, TX 78701

Utah
Utah Department of Commerce
Division of Consumer Protection
160 East Three Hundred South
PO Box 146704
Salt Lake City, UT 84114

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

Washington
Department of Financial Institutions
Securities Division
PO Box 9033
Olympia, WA 98507

Wisconsin
Franchise Office
Wisconsin Securities Commission
PO Box 1768
Madison, WI 53701

EXHIBIT E TO THE FRANCHISE DISCLOSURE DOCUMENT

<u>AGENTS FOR SERVICE OF PROCESS</u>

AGENTS FOR SERVICE OF PROCESS

California
Commissioner of Business Oversight
Department of Financial Protection and Innovation
320 West 4th Street Suite 750
Los Angeles, CA 90013

Commissioner of Business Oversight
2101 Arena Boulevard
Sacramento, CA 95834
1-866-275-2677

Connecticut
Banking Commissioner
Department of Banking
Securities and Business Investment Division
260 Constitution Plaza
Hartford, CT 06103

Hawaii
Director of Department of Commerce and Consumer Affairs
335 Merchant Street, Suite 203
Honolulu, HI 96813

Illinois
Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Maryland
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202

Michigan
Michigan Department of Commerce
Corporation and Securities Bureau
6546 Mercantile Way
Lansing, MI 48910

Minnesota
Commissioner of Commerce of Minnesota
Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101

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

North Dakota
North Dakota Securities Department
600 East Boulevard Avenue, State Capitol
Fifth Floor, Dept 414
Bismarck, ND 58505
Phone 701-328-4712

Rhode Island
Director of Department of Business Regulation
233 Richmond Street, Suite 232
Providence, RI 02903

South Dakota
Director, Division of Securities
Department of Commerce and Regulation
445 East Capitol Avenue
Pierre, SD 57501

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

Washington
Securities Administrator
Washington Department of Financial Institutions
150 Israel Road SW
Tumwater, WA 98501

Wisconsin
Wisconsin Commissioner of Securities
345 W Washington Avenue
Madison, WI 53703

EXHIBIT F TO FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES PAGE

STATE EFFECTIVE DATES PAGE

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT G TO FRANCHISE DISCLOSURE DOCUMENT

RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the area representative agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Odd Burger Franchise (US) Inc. offers you an area representative 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 area representative franchise sale.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the area representative or other agreement or the payment of any consideration that relates to the area representative franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding area representative or other agreement or the payment of any consideration, whichever occurs first.

If Odd Burger Franchise (US) Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit D.

The franchisor is Odd Burger Franchise (US) Inc., located at 505 Consortium Court, London, ON N6E 2S8. Its telephone number is 1-800- 286-2145.

Issuance date: August 2, 2023

The name, principal business address and telephone number of each area representative franchise seller offering the area representative franchise is: ____

____.

I received a disclosure document dated August 2, 2023 that included the following Exhibits: Exhibit A: Area Representative Agreement and Related; Exhibit B: Form Subscription Agreement; Exhibit C: Financial Statements; Exhibit D: State Administrators; Exhibit E: Agents for Service of Process; Exhibit F: State Effective Date Page; Exhibit G: Receipts.

PROSPECTIVE AREA REPRESENTATIVE:

If a corporation or other business entity	If an individual:
______________________________	______________________________
(Name of Entity)	(Signature)
By:____________________________	______________________________
	(Print Name)
Its____________________________	
(Title)	______________________________
	(Signature)
______________________________	______________________________
(Print Name)	(Print Name)

You should return one copy of the signed receipt either: by signing, dating, and mailing it to Sherrie Abrantes at 505 Consortium Court, London, ON N6E 2S8 or by e-mailing a copy of the signed and dated receipt to franchise@oddburger.com. You may keep the second copy for your records.

RECEIPT

This disclosure document summarizes certain provisions of the area representative agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Odd Burger Franchise (US) Inc. offers you an area representative 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 area representative franchise sale.

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PROSPECTIVE AREA REPRESENTATIVE:

If a corporation or other business entity	If an individual:
______________________________	______________________________
(Name of Entity)	(Signature)
By:______________________________	______________________________
	(Print Name)
Its______________________________	
(Title)	______________________________
	(Signature)
______________________________	______________________________
(Print Name)	(Print Name)

PLEASE KEEP THIS COPY FOR YOUR RECORDS.