

FRANCHISE DISCLOSURE DOCUMENT



SOUPER SALAD FC, LLC
a Texas limited liability company
14860 Montfort Drive
Suite 150 PMB 34
Dallas, Texas 75254
(214) 302-5910
www.SouperSalad.com

You will operate a restaurant featuring an all-you-can-eat buffet of fresh-cut salads, handcrafted soups, breads, desserts and beverages under the service mark "SOUPER SALAD®."

The total initial investment necessary to begin operation of a Restaurant ranges from \$605,300 to \$868,050 for a new Restaurant, exclusive of real estate acquisition or lease costs. This includes \$47,000 to \$50,000 that must be paid to the franchisor or affiliate.

If you are acquiring development rights under our area development program, we require a commitment to develop a minimum of two Restaurants. The total investment necessary to begin operation of two Restaurants ranges from \$620,800 to \$883,050. This includes \$62,000 to \$65,000 that must be paid to the franchisor or an affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Sherif Mityas at 14860 Montfort Drive, Suite 150 PMB 34, Dallas, Texas 75254 or 214-302-5932.

The terms of your contract will govern your franchise relationship. Do not 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, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency listed on Exhibit G or visit your public library for other sources of information on franchising.

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

Issuance Date: April 6, 2026

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

Your state may have a franchise law, or other laws, 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 G.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation and/or litigation only in Texas. Out-of-state mediation, arbitration, or litigation may cause you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate in Texas than in your own state.
2. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21) calls into question the franchisor's financial ability to provide services and support to you.

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

**SOUPER SALAD FC, LLC
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STATE SPECIFIC ADDENDA

EXHIBITS:

<u>Exhibit A</u> –	Franchise Agreement and State-Specific Addenda
<u>Exhibit B</u> –	Area Development Agreement and State-Specific Addenda
<u>Exhibit C</u> –	General Release (Sample Form Only)
<u>Exhibit D</u> –	Table of Contents of Confidential Operations Manual
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<u>Exhibit I</u> –	Receipts

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, “we,” “us,” or “our” means SOUPER SALAD FC, LLC, the franchisor. “You” and similar words, means the individual or legal entity acquiring the franchisee, also known as the “franchisee”; “our affiliate” means a legal entity that controls us, that we control, or that is under common control with us; and “your Restaurant” means the Restaurant that you will operate if we enter into a Franchise Agreement with you. Capitalized terms, if not defined in this disclosure document, will have the meanings defined in the form of Franchise Agreement attached as Exhibit A to this disclosure document.

The Franchisor and Any Parents, Predecessors and Affiliates

We are a Texas limited liability company, formed on May 6, 2014. We maintain our principal business address at 14860 Montfort Drive, Suite 150 PMB 34, Dallas, Texas 75254. We do business only under our corporate name and under the trade name and service mark “SOUPER SALAD.” Our agents for service of process are listed on Exhibit G.

We are wholly owned by Souper Salad, LLC, (“SS LLC”) a Texas limited liability company, which we consider our parent. Souper Salad, LLC shares our principal business addresses at 14860 Montfort Drive, Suite 150 PMB 34, Dallas, Texas 75254. SS LLC is a wholly owned subsidiary of BRIX Holdings, LLC (“Brix”). Brix is a Texas limited liability company formed on September 4, 2013. On July 14, 2025, the equity of Brix was acquired by Legacy Brands International, LLC (“LBI”). LBI, a Delaware limited liability company was formed on May 14, 2025. SH LLC and Brix share our principal business address at 14860 Montfort Drive, Suite 150 PMB 34, Dallas, Texas 75254. SS LLC has never offered franchises in any line of business.

We acquired substantially all of our assets from LNC Brands, LLC (“LNC Brands”) and LNC Ventures, LLC (“LNC Ventures”) (LNC Brands and LNC Ventures are sometimes collectively referred to in this disclosure document as “LNC”) in an asset transaction that closed on August 28, 2014. We consider these companies to be our “predecessors” for purposes of this disclosure document. Before the sale, LNC Brands and LNC Ventures maintained their principal business addresses at P.O. Box 598, Boerne, Texas 78006. LNC offered SOUPER SALAD franchises from approximately January 2012 to the time of our acquisition.

We have never offered franchises in any other line of business, but our affiliates offer franchises for other businesses:

- Our affiliate, Red Mango FC, LLC (“RMFC”) franchises the operation of RED MANGO stores, which feature the sale of authentic frozen yogurt and treats, yogurt and non-yogurt based smoothie beverages, fresh-squeezed fruit and vegetable juices, health foods, café items (e.g., wraps, salads, soups, flatbreads) and related products and services. Pursuant to a former licensing agreement with SH LLC, RMFC has also licensed its franchisees the right to offer and sell SMOOTHIE FACTORY branded products according to a RED MANGO-SMOOTHIE FACTORY Co-Brand Amendment. RMFC has been offering RED MANGO franchises since July 2007 and has offered RED MANGO-SMOOTHIE FACTORY Co-Brand licenses from December 2013 through December 2016. As of December 28, 2025, there were 26 franchised RED MANGO stores in the United States, 2 of which are co-branded with SMOOTHIE FACTORY. RMFC has never engaged in any other business.
- Our affiliate, Smoothie Holdings FC, LLC (“SHFC”), franchises the operation of SMOOTHIE FACTORY Stores in the United States, which feature non-alcoholic, fruit-based smoothie beverages, fresh-squeezed fruit and vegetable juices, health foods, and nutritional supplements. Pursuant to a licensing agreement with RM LLC, SHFC also licenses its franchisees the right to offer and sell RED MANGO branded products according to a SMOOTHIE FACTORY-RED MANGO Co-Brand Amendment. SHFC has been offering SMOOTHIE FACTORY franchises and RED MANGO Co-Brand licenses since September 2013. As of December 28, 2025, there were 8 franchised SMOOTHIE FACTORY Stores operating in the United States, none of which is co-branded with RED MANGO. SHFC has never engaged in any other business.
- Our affiliate, Orange Leaf FC, LLC (“OLFC”), franchises the operation of ORANGE LEAF stores, which feature the sale of authentic frozen yogurt and treats and other related products and services. OLFC has been offering

these franchises since December 2020. As of December 28, 2025, there were 61 franchised ORANGE LEAF stores operating in the United States. OLFC has never engaged in any business other than operating and franchising the operation of ORANGE LEAF stores.

- Our affiliate, Humble Ds FC, LLC (“HDFC”), currently licenses the right to offer HUMBLE DONUT CO. menu items, which feature made-to-order mini donuts and related products and services to ORANGE LEAF franchisees. HDFC has been offering these licenses since December 2020. As of December 28, 2025, there were 2 ORANGE LEAF-HUMBLE DONUT CO. stores operating in the United States. HDFC has never engaged in any business other than licensing HUMBLE DONUT CO. marks and menu items to ORANGE LEAF franchisees. HDFC is not currently franchising HUMBLE DONUT CO. stores.
- Our affiliate, Friendly’s Restaurants Franchising Co, LLC (“FRFC”), currently franchises the operation of (i) FRIENDLY’S restaurants, which are full-service family-style restaurants offering a full menu of ice cream and frozen treats, breakfast, lunch and dinner entrees, burgers, sandwiches and wraps, snacks and beverages and (ii) FRIENDLY’S ice cream stores, which are retail stores offering ice cream, frozen treats, beverages and related products. FRFC has been offering these full-service restaurant franchises since October 2022 and ice cream store franchises since October 2025. As of December 28, 2025, there were 86 franchised FRIENDLY’S restaurants operating in the United States and no FRIENDLY’S ice cream stores operating.
- Our affiliate, CJ Fresh Holdings FC, LLC (“CJFC”), currently franchises the operation of CLEAN JUICE stores, which feature the sale of certified organic juices, smoothies and acai bowls as well as toasts, sandwiches, wraps and other related supplemental products and services. CJFC has been offering these franchises since May 20, 2024. As of December 28, 2025, there were 55 franchised CLEAN JUICE stores operating in the United States.

Souper Salad FC, LLC and/or any of its affiliates may in the future operate, and/or license the right to third parties to operate, virtual sales platforms on third party delivery services such as Door Dash, Uber Eats, Grub Hub and Postmates using the SOUPER SALAD trademarks or service marks. Some of our SOUPER SALAD franchisees and/or franchisees of our affiliates have or may be in the process of operating a similar SOUPER SALAD virtual presence. We may also develop other virtual concepts that may compete with your SOUPER SALAD restaurant.

Our affiliate, Brix Brands Operating Co., LLC (“BB OpCo”), periodically grants us a license to use certain proprietary recipes, products and programs for the products and services that you will offer. We call these the Licensed Programs or Products. Our license, generally, is nonexclusive, meaning that BB OpCo may grant our franchising affiliates and third parties the right to use any of the Licensed Programs or Products. See Item 12.

Each of our affiliates shares our principal business address at 14860 Montfort Drive, Suite 150 PMB 34, Dallas, Texas 75254.

The Franchise

We franchise the right to operate restaurants featuring an all-you-can-eat buffet of fresh-cut salads, handcrafted soups, breads, desserts, and beverages, under the service mark “SOUPER SALAD®” (each a “Restaurant”).

SOUPER SALAD Restaurants operate under our proprietary business system (the “System”), which includes a distinctive Restaurant design and layout, proprietary products, recipes and menu items, equipment, product offerings, operating methods, procedures, and other standards, and specifications, policies, and procedures for Restaurant operations and food preparation, packaging, and presentation, all of which we may improve and further develop. The Restaurant will be identified by certain trade names, service marks and trademarks, including the principal mark “SOUPER SALAD” and will use other trade names, service marks, trademarks, logos, emblems and indicia of origin that we designate for use by SOUPER SALAD Restaurants (the “Marks”).

If you are opening multiple Restaurants, you will sign our Area Development Agreement, under which you commit to develop a defined number of Restaurants (minimum of two) in a designated geographic area (the “Development Area”).

according to a defined schedule (the “Development Schedule”). Under the Area Development Agreement, you will enter into our then-current Franchise Agreement, as new Restaurants are developed.

Competition

SOUPER SALAD Restaurants offer a variety of menu items to the general public, and you will compete with a variety of restaurant concepts. The restaurant business is highly competitive based on price, service, restaurant location and food quality, and is often affected by changes in consumer tastes, economic conditions, population, and traffic patterns. You will compete with locally owned restaurants and with national and regional restaurant chains, many of which operate more restaurants and have longer operating histories than we do. Subject to the terms of any exclusive territory in your Franchise Agreement or Area Development Agreement, you may have to compete with other Restaurants owned by us, our affiliates or our franchisees. In addition, you will have to compete with other individuals and entities in the search for suitable restaurant locations, managers, and employees. Sales at Restaurants tend to be seasonal, with the highest sales typically occurring in the period from March through August, although the difference in sales from season to season varies depending upon the climate where a particular Restaurant is located.

Industry Specific Regulations

A number of states and local jurisdictions have enacted laws, rules, regulations, and ordinances which may apply to the operation of your Franchised Business, including those which (1) establish general standards, specifications and requirements for the construction, design and maintenance of the franchised location; (2) regulate matters affecting (i) the health, safety, and welfare of your customers, such as general health and sanitation requirements for Restaurants, (ii) employee practices concerning the storage, handling, cooking, and preparation of food, (iii) restrictions on smoking, and (iv) availability of and requirements for public accommodations, including restrooms; (3) set standards pertaining to employee health and safety; (4) set standards and requirements for fire safety and general emergency preparedness; (5) govern the use of vending machines; and (6) regulate the proper use, storage, and disposal of waste, insecticides, and other hazardous materials. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your franchise and should consider both their effect and cost of compliance.

In addition, the Menu Labeling Provisions of the Patient Protection and Affordable Health Care Act require certain restaurants and retail food establishments to post caloric information on menus and menu boards and to make available additional written nutrition information to consumers upon request. State and local governments also may have their own regulations.

The Federal Clean Air Act and various implementing state laws require certain state and local areas to meet national air quality standards limiting emissions of ozone, carbon monoxide, and particulate matters, including caps on omissions from commercial food preparation. Some areas have also adopted or are considering proposals that would regulate indoor air quality.

You alone are responsible for investigating and complying with all applicable laws and regulations, despite any information that we may give you. You should consult with a legal advisor about legal requirements that may apply to your business.

ITEM 2 BUSINESS EXPERIENCE

Chief Executive Officer: Sherif Mityas

Mr. Mityas has served as our Chief Executive Officer in Dallas, Texas since September 2022 to present. Mr. Mityas continues to serve, as Chief Executive Officer of our affiliates, SHFC, OLFC, HDFC, SSFC and FRFC, all in Dallas, Texas from September 2022 to present. Mr. Mityas also served as the President of our affiliates, SHFC, OLFC, HDFC and SSFC from January 2022 to January 2024. Mr. Mityas has served as Chief Executive Officer of our affiliate, CJFC in Dallas, Texas, since its acquisition in May 2024. Mr. Mityas was a Consultant for SJM Hospitality in Dallas, Texas from March 2020 to November 2021.

President: Dawn Petite

Ms. Petite has served as our President and she also serves as the President of our affiliates, OLFC, RMFC, HDFC, SHFC and FRFC since January 2024 to present. Ms. Petite has served as President of our affiliate, CJFC since its acquisition in May 2024. Ms. Petite is based in Long Island, New York. Prior to January 2024, she was the President and Chief Operating Officer for Amici Partners Group, LLC from November 2020 to December 2023 in Long Island, New York. She served as a Chief Operating Officer of J&B Restaurant Partners, LLC et al, a FRIENDLY'S franchisee, from January 2011 to November 2020 in Long Island, New York.

Chief Financial Officer: Rick Brown

Mr. Brown has served as our Chief Financial Officer in Dallas, Texas from October 2023 to present. Mr. Brown also serves as Chief Financial Officer of our affiliates, RMFC, OLFC, HDFC, SHFC and FRFC, all in Dallas, Texas from October 2023 to present. Mr. Brown has served as Chief Financial Officer of our affiliate, CJFC in Dallas, Texas, since its acquisition in May 2024. Mr. Brown served as the Chief Financial Officer for TGI Friday's in Dallas, TX from March 2022 to September 2023. He worked for TGI Friday's from August 2009 to March 2022 as Vice President of Finance in Dallas, Texas.

Chief Legal Officer: Melitha Lynn Brown

Ms. Brown has served as our Chief Legal Officer in Dallas, Texas since July 2013 to present. She has served, and continues to serve, as Chief Legal Officer for our affiliate, RMFC since May 2011 to present, our affiliate, SHFC since July 2014 to present, and our affiliates, OLFC, HDFC and FRFC since December 2020 to present, all in Dallas, Texas. Ms. Brown has served as Chief Legal Officer of our affiliate, CJFC in Dallas, Texas, since its acquisition in May 2024.

Chief Experience Officer: Roberto De Angelis

Mr. De Angelis has served as our Chief Experience Officer since July 2021 to present. He also has served, and continues to serve, as Chief Experience Officer of our affiliates, RMFC, OLFC, HDFC, SHFC and FRFC, all in from July 2021 to present. Mr. De Angelis has served as Chief Experience Officer of our affiliate, CJFC since its acquisition in May 2024. Mr. De Angelis is based in Phoenix, Arizona. Prior to July 2021, Mr. De Angelis served in various roles for P.F. Chang's in Phoenix, Arizona as the chief operating officer of global development from March 2020 to February 2021 and as the Vice President of Global Development from January 2009 to March 2020.

**ITEM 3
LITIGATION**

Concluded Actions

Securities and Exchange Commission v. Sherif Mityas, US District Court-Eastern District of New York, ECF Case: 12-cv-1281 (CBA). On or about April 2, 2012, Sherif Mityas voluntarily consented to entry of a Final Judgment pertaining to a complaint filed by the Securities and Exchange Commission with respect to an offense occurring May 27, 2010. Pursuant to the Final Judgment, Mr. Mityas was permanently restrained and enjoined from violating Section 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder.

Other than the above action, no litigation is required to be disclosed in this disclosure document.

**ITEM 4
BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

**ITEM 5
INITIAL FEES**

Initial Franchise Fee – Single Restaurant Development

When you sign the Franchise Agreement, you will pay us an initial franchise fee. Except for the differences described below, the initial franchise fee is uniform for all new franchisees. Some of our existing franchisees, however, have the

right to develop additional Restaurants under existing agreements and on different terms. In addition, in certain circumstances, we may discount the initial franchise fee in connection with a franchisee's participation in a co-brand or management leveraged concept.

The initial franchise fee is \$30,000 unless you qualify for either the military veteran or first responder's program discount.

- The military veteran's discount is available to veterans who have received a discharge (other than dishonorable) as well as any active-duty personnel. If the franchisee is a corporation, limited liability company, or other legal entity, the veteran participant must maintain at least 51% ownership interest in the entity to qualify for this discount. To apply for the discount, you must provide us a copy of form DD-214, reflecting your military status, before the Franchise Agreement is signed. The military veteran's program discounts the initial franchise fee for the first location by 50%.
- The first responder's discount is available to current and former qualified first responders (e.g. firefighters, law enforcement, EMTs or paramedics). If the franchisee is a corporation, limited liability company, or other legal entity, the first responder participant must maintain at least 51% ownership interest in the entity to qualify for this discount. To apply for the discount, you must provide us with a copy of your ID card, certification, registry or other adequate documentation as determined by us, demonstrating that you served as a first responder for at least 1 year, reflecting your qualified first responder status, before the Franchise Agreement is signed. The first responder's program discounts the initial franchise fee for the first location by 50%.

The initial franchise fee is fully earned and nonrefundable upon payment.

Site Selection Fee

We will require you to pay us a \$3,500 Site Selection Fee when you sign a Franchise Agreement. In consideration for this payment, we or our recommended service provider will guide you through the site selection and lease negotiation process. The Site Selection Fee is nonrefundable upon payment.

We will collect the Site Selection Fee on behalf of our internal development management team or our designated tenant representative consulting firm.

Project Management Fee

We will require you to pay us a \$3,500 Project Management Fee when you sign a Franchise Agreement. In consideration for this payment, we or our recommended service provider will provide space planning and construction coordination assistance. The Project Management Fee is nonrefundable upon payment.

We will collect the Project Management Fee on behalf of our internal development management team or our designated tenant representative consulting firm.

Design and Construction Fee

If you elect not to engage our recommended architect for the design and construction of your Restaurant, you will pay us the Design and Construction Fee of \$3,000. If you engage our recommended architect for the design and construction of your Restaurant, then you will not be required to pay the Design and Construction Fee as these services will be included in your costs for such architect services. In consideration for this payment, our recommended service provider will provide you and your architect limited oversight to ensure Souper Salad brand standards, functional adjacencies and material equivalencies are maintained by your architect during the design and construction process. The Design and Construction Fee is nonrefundable upon payment. We will collect the Design and Construction Fee on behalf of our internal management team or our recommended service provider.

New Restaurant Marketing Plan Fee

When you sign your Restaurant lease or on the date by which you are required to have acquired a site, whichever occurs first, you will pay us New Restaurant Marketing Plan Fee, which we will spend in your market area to promote your Restaurant. The New Restaurant Marketing Plan Fee is \$10,000. This payment generally is uniform for all

franchisees, but we have negotiated this requirement based on the specific marketing needs of a particular Restaurant. We will refund unexpended portions of this payment if the Restaurant does not open for business.

Area Development Agreement

If you are acquiring multi-unit development rights, we require you to commit to develop a minimum of two Restaurants. You will sign our Area Development Agreement and pay us a development fee equal to the sum of initial franchise fees that correspond to the proposed development.

For the first Restaurant, the initial franchisee will be the full price (i.e., \$30,000); however, for each additional Restaurant to be developed under the Area Development Agreement, the initial franchise fee will be reduced by 50% (i.e., \$15,000). For example, if you commit to develop two SOUPER SALAD Restaurants, the development fee would be \$45,000 (\$30,000 + \$15,000 = \$45,000).

As each Franchise Agreement is signed under the Area Development Agreement, we will credit a portion of the development fee payment toward the initial franchise fee due under the Franchise Agreement. Therefore, if the development fee is fully paid, you will not need to pay an additional initial franchise fee when you sign a Franchise Agreement for a Restaurant to be developed under the Area Development Agreement, but you will need to pay other initial fees such as the Site Selection Fee, Project Management Fee, Design and Construction Fee and the New Restaurant Marketing Plan Fee, described above.

The development fee is fully earned and nonrefundable upon payment.

Early Franchise Incentive Program

Qualified applicants also may have the opportunity to participate in our Early Franchise Incentive Program ("Early Franchise Incentive Program"). No amounts paid pursuant to the Early Franchise Incentive Program are refundable.

- For the first five (5) Franchise Agreements that are signed in 2026, the Royalty Fee will be 2.5% for the first year of operations (twelve (12) accounting periods), provided that the Restaurant was opened for business within one (1) year of signing the Franchise Agreement.
- If you are signing an Area Development Agreement (i.e., committing to develop a minimum of two Restaurants), the Early Franchise Incentive Program is available for the first Restaurant to be developed provided that the Restaurant is opened for business within one (1) year of signing the Franchise Agreement and the Area Development Agreement.

ITEM 6 OTHER FEES

FRANCHISE AGREEMENT

Type of Fee	Amount	Due Date	Remarks
Royalty Fee ^{2,3}	5% of Gross Revenue	Weekly	
Marketing Allocation (Brand Development Fund and Local Marketing) ³	3% of Gross Revenue	Weekly	We can require that all or a portion of the Marketing Allocation be contributed to our Brand Development Fund; the remainder must be spent on local marketing. We currently require you to contribute 3% of Gross Revenue to the Brand Development Fund. In addition, we recommend that you spend 1% of Gross Revenue on local marketing. We also may require you to contribute all or a portion of your local marketing dollars to a regional or local advertising cooperative.

Type of Fee	Amount	Due Date	Remarks
Interest	Lesser of 1.5% per month or highest legal rate	On demand	We may charge interest on all overdue amounts.
Costs for SOUPER SALAD Goods and Services	Actual costs as invoiced by the Designated Supplier or us as applicable.	On delivery	You must purchase certain beverages, food products and other ingredients that are produced or manufactured in accordance with our proprietary recipes, specifications and/or formulas (the "Proprietary Products") from a Designated Supplier.
Related Promotional Costs	Actual cost for participating in such promotions	On demand	You must participate, at your expense, in any loyalty programs, prize promotions, meal deals, and/or any other such promotional campaign that we designate. There is no limit to the number or related costs of such programs that we may require.
Late Charges	18% per year or the highest amount allowed by law, calculated weekly.	Continues to accrue until paid	
Charge for Nonpayment due to "Nonsufficient Funds" ("NSF")	\$50 (which will increase to \$100 for any second or more NSF during any rolling 12 month period) plus reimbursement of our costs and expenses from your non-payment.	On demand	
Initial Training and any Additional Training	Currently, \$1,500 (per person)	On demand	With respect to your first Restaurant, we will initially train three persons at no cost to you if they attend training at the same time, provided that you are responsible for all travel, lodging, and dining costs incurred by your managers and/or employees in connection with the training. You must pay us the \$1,500 per person training fee if we train additional persons for you.
Restaurant Opening Assistance	Travel, lodging and dining costs of the individual we assign to provide Restaurant opening assistance to you	On demand	We do not charge a fee for your first Restaurant (unless additional support requested). Includes six days before and four days after opening for two persons.
Additional Restaurant Opening Assistance	\$1,500 per each individual we assign	Upon demand	For your second or additional Restaurants, if we deem it necessary to provide additional

Type of Fee	Amount	Due Date	Remarks
	to provide assistance to you per day		assistance (in our sole discretion) or if you request it, you will pay a \$1,500 per diem plus travel, lodging and dining costs for such individual while he/she is providing assistance.
Unauthorized Closure Fee	\$150 per day	On Demand	You agree to pay SSFC an unauthorized closure fee in the amount of \$150 for each day the Restaurant fails to maintain required hours of operation (including closure for the day, early closure, or late opening) without SSFC's prior written authorization or permission.
Technology Fee	Capped at the greater of \$150 per Accounting Period or \$1,800 per calendar year.	On demand	For the development and use of software, internet and communications technologies as well as for gift card maintenance and FranConnect (our third-party service provider for our franchisee portal). We may in our discretion determine that these fees may be charged and collected directly between you and our third-party vendor(s). The capped fee will automatically increase by an amount not to exceed 10% of the prior year's cap.
Point of Sale ("POS") System Maintenance Fee	Approximately \$250 per month	On demand	You must sign a maintenance agreement with the manufacturer of the POS System, and pay the annual service fees to the POS System manufacturer.
Customer Feedback tool	\$79.00 to \$100.00, per month	As incurred, 14 days after billing (21 days with ACH)	We reserve the right to implement a customer feedback tool. You will either pay us this fee directly and we pass it through to the vendor or you will the fee directly to a third-party service provider, as designated by us. We will provide to you 30 days' notice upon implementation of such tool.
Reimbursement of monies paid by us on your behalf	Actual cost incurred by Us	On demand	Covers cost of insurance and other payments you fail to make and which we make on your behalf.
Supplier Approval Fee	The greater of \$1,000 or our actual testing or inspection costs plus reimbursement of our related travel, lodging, and salary costs for the individual(s) performing the inspection or testing	On demand	If we agree to evaluate a new supplier or vendor at your request, we may require you to pay the greater of \$1,000 or the actual cost of testing the supplier's products and inspecting its facilities, including reimbursement of travel, lodging, and salary expenses for individuals performing the evaluation.

Type of Fee	Amount	Due Date	Remarks
Indemnification	Our actual costs and attorney's fees	On demand	You must reimburse and pay our attorneys' fees with respect to any and all losses and expenses incurred by us arising or resulting from your operation of the Restaurant.
Audit Fee	Amount due plus costs of audit	On demand	If an audit discloses an underpayment of Gross Revenue due to us of 3% more, you must pay us the amount in error plus our costs and expenses for the audit.
Lost Manual/Manual Replacement Fee	\$250	On Demand	Payable only if the original of a Manual is lost or destroyed.
Renewal Fee (Franchise Agreement)	25% of the then current initial franchise fee	Before renewal	To renew the franchise, you must sign our then-current Franchise Agreement, the terms of which may be materially different than the terms of our current Franchise Agreement.
Transfer Fee – payable if you are an individual transferring to a Business Entity for convenience of operation	\$1,500	Before transfer	
Transfer Fee – payable if your Entity Owners are transferring among themselves or transferring a minority ownership interest to one or more third parties	\$2,500	Before transfer	
Transfer Fee – payable if you are assigning your interest in the Franchise Agreement, transferring all or substantially all of the assets of the Franchised Business, or your Entity Owners are transferring a controlling interest	50% of the then current applicable initial franchise fee, plus our related expenses	Before transfer	
Extended Term Fee	An amount equal to the then-current initial franchise fee divided by the number of days included in the initial term, multiplied by the number of days of additional term being purchased	Signing of new Franchise Agreement	You may elect to purchase an extended term at the time of transfer.

Type of Fee	Amount	Due Date	Remarks
Administrative Fee	\$250 per enforcement effort (i.e., written or verbal notification and follow up), and \$250 per week for each week that the issue remains unresolved	On demand	We may assess an administrative fee to compensate us for our time.
Step-In Rights	Not to exceed 10% of Gross Revenues plus travel, lodging and other, expenses for our personnel	On demand	Payable only if we manage the Restaurant on your behalf.
Loyalty/Online Ordering Fee	\$70 per month plus the following: 4.5% per transaction plus \$0.50 per delivery order transaction (dispatch only)	On demand	For use with the Lunchbox platform (once implemented) for our loyalty program, mobile app and online ordering system that allows guests to order menu items for pickup or delivery via the Souper Salad website and mobile app; Lunchbox software integrates into your Restaurant's POS with third party online ordering systems. Some or all of these fees may be paid by us on your behalf or charged and collected directly between you and our third-party vendor(s). This fee may vary based on actual charges from Lunchbox or a replacement online ordering service provider. We reserve the right to increase or decrease this cost as may be charged for each transaction.
Private or Public Offer of Securities	The greater of (a) \$5,000 or (b) our costs and expenses associated with reviewing the proposed offering	Before offering	
Days and Hours of Operation	\$150 per day	On demand	Payable only if you fail to operate your Restaurant during the minimum hours and days as specified by us in the Manual or other written directives without our prior written authorization or permission.
Costs and Attorneys' Fees	Our actual costs and attorney's fees	On demand	You must reimburse us for our expenses in enforcing or terminating any agreements between us including any Franchise Agreement and/or Area Development Agreement.
Liquidated Damages	Present value of average weekly Royalty Fees for the	On demand	Payable only if you prematurely close the Restaurant without the required written notice and satisfaction of the other waiver requirements

Type of Fee	Amount	Due Date	Remarks
	26 weeks preceding termination multiplied by the number of weeks remaining in the current term		or if we terminate the Franchise Agreement on account of your material breach.
Default Fee	\$1,500 plus the cost of reinspection and the cost of enforcing compliance.	Upon Demand	If you are in default under this Agreement, at our direction and without waiver of any of our rights under this Agreement, in lieu of termination of this Agreement, we may impose a fee ("Default Fee") in an amount of \$1,500 plus the cost of reinspection and the cost of enforcing compliance. You must pay the default fee within 3 days of our demand.
On-Site Training Cancellation Fee	Our then-current on-site training cancellation fee	Upon demand	May vary depending upon the type of scheduled training program and how far in advance you notify us in writing of the cancellation.
Holdover Fee	150% of current Royalty Fees and Brand Development Fund Contribution fees due	On demand	Payable if you continue to operate the Restaurant after expiration of the franchise agreement without renewal.

AREA DEVELOPMENT AGREEMENT

Type of Fee	Amount	Due Date	Remarks
Additional Development Rights	\$15,000 per Restaurant to be developed during the additional development period mutually agreed to by us	Simultaneously with extension of development period	Payable only if we agree to additional development upon your completion of your initial development schedule
Assignment of Franchise Rights	\$2,500	Before you sign the Franchise Agreement	Payable only if you assign your right to enter into a Franchise Agreement to an Affiliate.
Transfer Fee – payable if you are an individual transferring to a Business Entity for convenience of operation	\$1,500	Before transfer	See Item 17 for more information about restrictions and conditions of transfer.
Transfer Fee – payable if your Entity Owners are transferring among themselves or transferring a minority ownership interest to one or more third parties	\$2,500	Before transfer	See Item 17 for more information about restrictions and conditions of transfer.

Type of Fee	Amount	Due Date	Remarks
Transfer Fee - payable if you are assigning your interest in the Area Development Agreement, or your Entity Owners are transferring a controlling interest	\$15,000 plus our related expenses	Before Transfer	See Item 17 for more information about restrictions and conditions of transfer.

Notes

Note 1: All fees are imposed by and are payable to us, unless otherwise noted. Except as noted with respect to the Site Selection Fee, Project Management Fee and Design and Construction Fee (if applicable), we do not impose or collect any other fees or payments for any third party. Any fees paid to us are non-refundable unless otherwise noted. Except as described above, all fees are uniformly imposed, although we may reduce, defer, or waive such fees, if and when we determine that it is warranted by a unique or compelling situation.

Note 2: If you sign an Area Development Agreement, the royalty fee rate payable to us under all Franchise Agreements you sign under such Area Development Agreement will be at the same royalty fee rate as we charged at the time you sign the Area Development Agreement.

If any state or other governmental authority charges a tax on the royalty we receive from you, you are required to pay us an additional royalty equal to the amount of the tax. This does not apply to any federal or income tax we must pay.

Note 3: "Gross Revenue" means all revenue from the sale of all products and services related to the Franchised Business (regardless of whether such products are served at the Franchised Business or elsewhere), and all other income of every kind and nature related to the Franchised Business including, without limitation, catering income and proceeds of business interruption insurance, whether for cash or credit, and regardless of collection in the case of credit.). Gross Revenue will exclude the following items, but only to the extent that they have been included: (i) all federal, state or municipal sales, use or service taxes collected from customer and paid to the appropriate taxing authority, (ii) employee meals, (iii) the amount of any actual refunds, exchanges, over-rings, allowances and authorized discounts, which have been given to customers in good faith, and (iv) self-liquidating promotional items (i.e., non-food items sold at any amount not exceeding their approximate cost) that we have first approved. If any state or local taxing authority imposes a tax (other than a net income tax) on any payments you make to us, you must also pay the tax.

ITEM 7 ESTIMATED INITIAL INVESTMENT YOUR ESTIMATED INITIAL INVESTMENT

Franchise Agreement

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Initial Franchise Fee ¹	\$30,000	Cash	Upon signing Franchise Agreement	Us
Site Selection Fee ²	\$3,500	Cash	At signing	Us
Project Management Fee ²	\$3,500	Cash	Upon signing Franchise Agreement	Us
Design and Construction Fee ^{2,4}	\$0-\$3,000	Cash	At signing	Us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Training Expenses	\$3,000 - \$6,000	Cash, as incurred	As incurred during training	Airlines, hotels, and restaurants
Lease Deposits and Rent ³	\$8,000 - \$18,000	Cash	As required	Landlord
Architect Engineer, Drawings ⁴	\$7,500 - \$14,000	As arranged	As incurred	Your architect and engineer
Permits	\$3,000 - \$15,000	Cash	As incurred	City, county, state
Leasehold Improvements ⁴	\$274,550 - \$342,000	As agreed with the contractors and suppliers	As incurred	Independent contractors and suppliers
Equipment	\$195,000 - \$285,000	As agreed with the vendors	As incurred	Supplier
Signage	\$7,000 - \$12,000	As agreed with the contractors and suppliers	As incurred	Independent contractors and suppliers
Professional Fees ⁶	\$2,000 - \$6,000	Cash	As incurred	Your legal and accounting professionals.
Opening Product and Soft Goods Inventory ⁵	\$5,000 - \$12,000	As agreed with suppliers	As incurred or on acquisition of the restaurant assets	Suppliers
Smallwares ⁵	\$20,000 - \$28,000	As agreed with suppliers	As incurred	Suppliers
New Restaurant Marketing Plan Fee	\$10,000	Cash	Payable when you actually sign your Restaurant lease or the date by which you are required to acquire a site for the Restaurant, whichever occurs first.	Us
Security deposits, utility deposits, business licenses, and other deposits and prepaid expenses ⁷	\$10,000 - \$20,000	Cash	Before opening	Landlord, utility companies, suppliers, and government agencies
Insurance – Liability & Workers compensation (initial deposit) ⁷	\$6,000 - \$10,000	Cash or installments, as determined by insurance carriers	Before or on execution of Franchise Agreement	Insurance carriers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Software License and maintenance ⁸	\$750 - \$1,050	Cash	Monthly	Suppliers
POS registers and software and related hardware ⁸	\$4,500 - \$9,000	As arranged	As incurred, if we require you to purchase computer hardware and software	Vendors or suppliers
Additional funds (three months) ⁹	\$12,000 - \$40,000	Cash	As incurred	Employees, suppliers, utilities and other vendors
Total	\$605,300 - \$868,050			

Notes:

1. The chart describes the estimated initial investment for a single Restaurant. If you develop multiple Restaurants under our Area Development Agreement, we anticipate that your initial investment for each Restaurant developed will be the same as is reflected in the above chart, subject to applicable inflationary increases.

All payments you make to us or our affiliates are uniform and non-refundable unless otherwise stated. Payments you make to parties other than us or our affiliates may be refundable at the option of the other party. Because we do not know who these third parties are, we cannot state when or if payments made to these third parties will be refundable. We do not finance any portion of your initial investment.

2. Unless we agree otherwise, you must use the services of our internal development management team or our designated tenant representative consultant/broker to assist you with site selection, lease negotiations, and space planning for the restaurant. However, if you elect not to engage our recommended service provider for architectural services in connection with the design and construction of your Restaurant, then you will pay to us the Design and Construction Fee. The Design and Construction Fee (if applicable) is in addition to the Architect; Engineer; Drawings costs set forth in the above table.

3. If you do not currently own adequate space, you must lease the space accepted by us and construct, remodel, alter, and improve it to our specifications. Typical locations are strip shopping centers. The average Restaurant requires between 3,500 and 4,000 square feet of space. A franchisee can expect to pay between \$10 and \$25 a square foot to lease space for an average-sized Restaurant. However, your monthly rental payments may deviate from these amounts, since rental rates vary greatly from site to site and are affected by a number of factors, including location, size, visibility, accessibility, and competitive market conditions. In addition to rental payments, your lease may obligate you to make other payments to the landlord, such as payments for shopping center or building operating expenses, common area maintenance expenses, merchants' association assessments, assessment for shopping center promotion and advertising, and the like. Your rent will generally be a fixed base rent plus triple net charges. Your lease may also provide for percentage rent, which will be a percentage of your sales at the Restaurant. Security deposits generally are required by utilities, the landlord, and equipment lessors. Amounts will vary depending on the provisions of various leases, utilities' policies, and your credit rating. Your lease may also require you to spend a certain amount on promotion for your particular restaurant. These payments vary widely from lease to lease, and we cannot estimate the amount you may be required to pay for these or other similar items. Some landlords offer finish out allowances based on the square footage of the premises as an inducement to sign a new lease. In our experience, these range from \$40,000 to \$190,000 and will reduce your construction costs. Generally, the payments are made when you have provided all lien releases to the landlord.

4. Construction and remodeling costs vary widely, depending upon the location, design, configuration and condition of the premises, the condition and configuration of existing services and facilities such as air conditioning, electrical

and plumbing, and the terms of your lease. Your initial investment in building construction will vary depending on (a) relative construction rates in your area, (b) whether you or your landlord pays for construction, (c) whether your contractors utilize union or non-union labor, (d) local and state building requirements, permit fees and utility fees, (e) strikes, delays and shortages, (f) environmental contamination that causes remediation, and (g) your pre-opening financing costs, among other factors. The figures in the chart include a general contractor's fee (generally equal to 10% to 15% of total construction costs); contractor's insurance; materials and supplies; tools; labor and subcontractor fees; and other costs to construct leasehold improvements conforming to our standards. The estimates also include construction management costs, general conditions, builder's risk/liability insurance and financing costs. If you develop a new Restaurant, you must also employ and pay an architect or engineer to prepare a site plan and other construction documents. Although we will provide you with prototypical plans and specifications at no additional cost to you, you must pay an architect or engineer to adapt these plans and specifications to city, state and local building codes and to the specific site chosen for your Restaurant. If you elect not to engage our recommended service provider for architectural services in connection with the design and construction of your Restaurant, then you will pay to us the Design and Construction Fee. These estimates do not include lease costs. Your actual construction costs will depend on numerous factors, such as the condition of the premises, duration of the building process (delays), union labor requirements, contractors' fees, signage, availability of materials and equipment, interest rates, and the insurance coverage you choose.

5. Before you open your Restaurant, you must purchase an initial inventory of food items such as fresh produce and other perishables for restaurants, canned and bottled goods and beverages, condiments and related products in bulk and in containers pre-packaged for resale. You must also purchase china and glassware, uniforms, general supplies such as paper and plastic goods, cleaning and maintenance materials, office supplies, and other miscellaneous items. The size and cost of your initial inventory will vary based upon your location, the season in which you open, the size and storage capacity of your franchise location, and your anticipated sales volume. If your storage capacity proves to be insufficient to meet the demands of your opening customer traffic, you may need to pay for more frequent deliveries and/or temporary storage trailers.

6. You may wish to retain an attorney, an accountant or other professional in the set-up and operation of your franchised business.

7. You may be required to pay security deposits for your lease and utilities amongst other items that the Franchise Agreement requires you to carry. You may also be required to pay a deposit with respect to your insurance premiums. Lease security deposits are typically due upon signing the lease and are typically refundable if you do not default on your lease. Your lease may also require you to pay the last month's rent in advance. You also may be required to obtain business licenses and permits for your Restaurant. The amount for licenses and permits may vary significantly in different jurisdictions, and you should verify these amounts with local authorities.

8. This estimate includes the purchase of point-of-sale terminal(s) or computer tablet(s), software and required maintenance program for three months. You must use an approved point of sale computer hardware or software in the operation of your Restaurant. At a minimum, you must purchase a package that consists of two programmable point of sale registers, a receipt printer, and a back-office computer. Software includes back-of-the-house software, credit processing and our proprietary remote polling software.

9. These amounts are the minimum recommended levels to cover operating expenses, including your employees' salaries for three months. Your actual costs may vary. Additional working capital may be required if sales are low or fixed costs are high. We relied on our experience in working with our franchisees in compiling these working capital estimates. We have based the estimates provided in the initial investment chart upon our experience and the experience of our predecessors in establishing company-owned Restaurants; however, we do not guarantee that your costs will not be higher than set forth above. You should review these figures carefully with a business adviser before making any decision to purchase the Franchise.

Area Development Agreement

Type Of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment Is To Be Made
First Franchise (Excluding Initial Franchise Fee)	\$575,300 to \$838,050	Varies	Varies	Varies
Development Fee ¹	\$45,000	Lump sum	When Area Development Agreement is signed	Us
Grand Total	\$620,300 to \$883,050			

Note 1: A minimum of two Restaurants must be developed under each Area Development Agreement. The above chart assumes that the military veteran or first responder's program discount does not apply (which if it did apply, would result in the applicable discount being applied to the initial franchise fee for all of the Restaurants committed to in the Area Development Agreement). For example, if a franchisee qualified for the military veteran or first responder's program and signed a two Restaurant Area Development Agreement, the Development Fee would be \$30,000 which is calculated as follows: \$15,000 + \$15,000 = \$30,000. The chart above also does not contemplate any other discounts offered by us.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Purchases from Approved and Designated Suppliers

You must purchase and maintain in sufficient supply and use at all times only the menu items, ingredients, products, materials, smallwares, supplies and paper goods that conform to our standards and specifications, and to refrain from deviating from those standards by using or offering non-conforming items, without first obtaining our written consent. You must offer and sell only the menu items, products, and services that we have expressly approved for sale in writing; and discontinue offering and selling any menu items, products or services that we may disapprove at any time.

In addition, we can require you to purchase from us or from suppliers or distributors we designate other goods and services as we identify periodically, including: (a) fixtures, furniture, equipment, technology system, interior and exterior signage, graphics, décor, and Restaurant design consulting services; (b) your requirements of Proprietary Products and all other food products and ingredients; (c) all fountain and bottled beverages, including waters and teas; (d) uniforms, shirts, memorabilia, and all merchandise and items intended for retail sale (whether or not bearing the Marks); (e) advertising, point-of-purchase materials, and other printed promotional materials; (f) gift certificates, gift cards, and stored value cards; (g) stationery, business cards, contracts, and forms; (h) cups, spoons, china, paper goods, packaging, and supplies; (i) bags, packaging, and supplies bearing our Marks; and (j) all other goods and/or services as we require. In addition to approved suppliers, we may require you to buy your requirements of food, ingredients, and supplies from affiliated or third-party distributors. Information concerning approved and designated suppliers will be communicated to you via the Manual(s).

Proprietary Products

We may specify certain Proprietary Products and you must buy such Proprietary Products only from us or from our designated suppliers. We are not obligated to reveal the recipes, specifications and/or formulas of Proprietary Products to you or any third party. You must purchase, use, and maintain in stock Proprietary Products in quantities needed to meet reasonably anticipated consumer demand. We have contracted or will contract with approved vendors for proprietary items.

To ensure our standards and specifications of quality, service and System development are maintained, you must operate your Restaurant in strict conformity with the Franchise Agreement and the methods, standards, specifications and sources of supply that we designate and prescribe in the Manual(s).

We may establish business relationships, from time to time, with certain suppliers who may produce and/or provide certain goods and services that you are required to exclusively purchase certain goods and services from. These suppliers may provide, among other things, supplies, fixtures, technology, software and equipment, all in accordance with our proprietary standards and specifications or private label goods that we have authorized and prescribed for sale by System Franchised Businesses. You recognize that such products and services are essential to the operation of your Franchised Business and to the System in general. Your failure to pay these suppliers may interfere with their willingness to supply the System and may result in other System Franchised Businesses' inability to obtain a product or an ability to obtain a product only on less favorable credit terms. Accordingly, you must pay these suppliers, as well as all other suppliers and trade vendors, as and when due. You must use products purchased from approved suppliers solely in connection with the operation of your Franchised Business and not for any competitive business purpose.

You must purchase the POS computer system from our approved third-party vendor. At our request, you must install and maintain interactive multi-media equipment, devices, and facilities that we require, including approved music systems, Wi-Fi, and other wireless internet and communications systems, and interactive displays, including plasma or LCD screens. We may require that these systems be purchased from and installed by approved or designated suppliers. See Item 11 for more information about computer hardware and software requirements. You must obtain a license for music played in your approved location and must be able to supply evidence of this license at our request. We reserve the right to designate the music license provider for your Restaurant.

You must purchase gift cards and related services only through the third-party vendor that we designate (currently Paytronix). Our franchisees honor all gift cards issued by our predecessors.

You are required to use the credit card processing service we approve. Since you accept credit cards as a method of payment at your Franchised Business, you must comply with payment card infrastructure ("PCI") industry and government requirements. PCI security standards are technical and operational requirements designed to protect cardholder data. The standards apply to all organizations that Restaurant, process or transmit cardholder data and cover technical and operational payment system components involving cardholder data. Notwithstanding the credit card processing requirement, we do not represent, nor certify to you or your customers that the credit card processing service approved or provided by us, or an affiliate is compliant, whether or not certified as compliant, with the PCI Data Security Standards. Your credit card processing provider should assist you with this compliance.

We may negotiate purchase arrangements with various other suppliers for commodities and other items required to operate Restaurants, such as meats, breads, dressings and packaging. Those arrangements change per contract cycle. We also may receive rebates based on purchases made by franchisees, and based on past arrangements for purchases by company-owned Restaurants, those market allowances, volume incentives, quality assurance and R&D allowances will usually be on a per pound, per unit or per case basis. These funds are also used to offset costs associated with obsolete inventory due to non-use, logo updates, packaging changes, etc.

You must subscribe to any third-party on-line ordering or delivery services (which may require you or the third party to provide the delivery services) that we have approved and may be available to provide services in your area. Lunchbox is the currently approved vendor for on-line orders placed through the website and mobile app maintained for SOUPER SALAD. For other delivery services, we will provide you with a list of currently approved vendors in your area. We may require you to participate in third-party discount voucher programs (i.e. Groupon or Living Social) that have been approved by us. We may add or remove vendors from the approved vendor list at any time and in our sole discretion. We may also provide you with written guidelines governing minimum standards and specifications on certain products, services, and equipment which you procure from unrelated third parties. These standards and specifications may be set forth in the Manual(s). We may modify these standards and specifications, as well as the other standards and specifications discussed in this Item 8, by providing you with written notification.

Currently neither we nor our Affiliates are approved suppliers for any goods or services. None of our officers owns an interest in any privately-held suppliers, or a material interest in any publicly-held suppliers, of the SOUPER SALAD franchise system. Occasionally, our officers may own non-material interests in publicly-held companies that may be suppliers to our franchise system.

We do not provide additional material benefits to you (for example, additional franchise or renewal rights) based on your purchase of particular products or services or use of particular suppliers.

Supplier Approval

We will provide you with our Manual(s) and various supplemental bulletins and notices that will contain the specifications, standards and restrictions on your purchase of products and services. Upon request, we will furnish to you an approved list of suppliers that we may update periodically.

If you desire to purchase products from other than our approved suppliers, you must submit a written request to us for approval of the proposed supplier, together with any evidence of conformity with our standards and specifications as we may reasonably require, or will request the supplier itself to do so. We may inspect and evaluate the supplier's facilities and products before we approve or disapprove your proposed supplier, and you must pay all of our actual reasonable costs and expenses incurred in doing so. We may charge a fee for testing, which will be the greater of \$1,000 or the actual cost of the inspection and testing plus reimbursement of our related travel, lodging, and salary costs for the individual(s) performing the inspection or testing. You may not use a supplier before we approve the supplier in writing. A supplier must demonstrate to our reasonable satisfaction that it can supply an item meeting our standards and specifications for the item, that it is in good financial standing in the business community and that its products and services are reliable. We will provide you with our specifications and standards and our criteria for approval of suppliers and will approve or disapprove a proposed supplier in 60 – 90 days. We will notify you if and when we no longer approve a previously approved supplier. A supplier must continually adhere to our standards and specifications to maintain its approval. We will notify you of any changes to our specifications or list of approved or designated suppliers. We may notify you of these changes in various ways, including written or electronic correspondence, amendments, updates to our Manual(s), and other forms of communication. We formulate and modify our standards and specifications for products and services based on our industry experience and our management decisions as to the overall operation and expansion of the System. You must comply with these changes upon receipt of our communication.

You may purchase from any supplier of your choice items (including equipment) and services for which we have not identified designated suppliers, as long as the supplier possesses adequate quality controls and has the ability to meet your needs and the items or services meet our specifications. These specifications may include brand requirements ("Approved Brands"), and to the extent that Approved Brands have been identified, you may purchase and use only the Approved Brands.

Franchised Location and Lease

You must acquire a site for your restaurant that meets our site selection criteria and that we approve. If you occupy the Restaurant according to a commercial lease, the lease must contain terms that we specify. (See Lease Addendum attached as Exhibit F to the Franchise Agreement). You must also sign a Collateral Assignment of Lease attached as Exhibit I to the Franchise Agreement whereby you agree to assign your rights to the lease to us in the event of a termination or expiration of the term of the Franchise Agreement or a default under the lease. We approve locations on a case-by-case basis, considering items such as size, appearance, and other physical characteristics of the site, demographic characteristics, traffic patterns, competition from other businesses in the area (including other Restaurants) and other commercial characteristics, such as purchase price, rental obligations and other lease terms. The parties acknowledge and agree that our site approval is not an assurance that the Restaurant will achieve a certain sales volume or level of profitability; it means only that the proposed site meets our minimum criteria for SOUPER SALAD Restaurants. When you sign the Franchise Agreement, we will mutually agree on a "Control Date," which will be the date by which you must have secured a location and signed a lease. When you sign an Area Development Agreement, we will mutually agree on the Development Schedule, which will include a Franchise Agreement Execution

Date and Restaurant Opening Date for each restaurant to be developed thereunder. If you fail to comply with your obligation to identify a site that is acceptable to us, develop, and open the franchise by the Opening Date, and unless we agree to extend the deadline in writing, you will be in default and we may terminate your Franchise Agreement. Ultimately site selection is your sole responsibility, and our services will not replace your need to hire your own commercial real estate professionals (including a real estate attorney to review and negotiate your lease). We are not obligated to assist you in conforming the premises of your retail site to local ordinances and building codes and obtaining any required permits to operate your Restaurant. This will be your responsibility. Further, the parties acknowledge and agree that our review and/or approval of a lease does not mean that the economic terms of the lease are favorable; it means only that the lease contains the lease terms that we require.

We will furnish you with prototypical plans and specifications for your Restaurant, including requirements for exterior and interior materials and finishes, dimensions, design, image, interior layout, decor, fixtures, furnishings, equipment, color schemes and signs. You must develop your Restaurant in accordance with these plans and specifications. You must prepare all required construction plans and specifications to suit the shape and dimensions of your site and to ensure that the plans and specifications comply with applicable ordinances, building codes and permit requirements and with lease requirements and restrictions. Your construction plans must be based on the prototypical plans and specifications. You must submit construction plans and specifications to us for our approval before you begin construction of your Restaurant, and you must submit all revised and "as built" plans and specifications to us during the course of construction.

You must construct, equip, and improve the restaurant in compliance with our current design standards and trade dress. While you may select an architect, engineer, and contractor of your choice, such persons and/or firms must be approved by us. You must submit a written request to us for approval of the proposed service provider, together with any evidence of conformity with our standards and specifications, as we may reasonably require, including without limitation proof of adequate insurance and certification, or we will request the supplier itself to do so. We require a personal meeting with each proposed service provider at our offices in Dallas, Texas, which will include visiting Souper Salad Restaurants, and you must pay all of our reasonable costs and expenses incurred in doing so. You may not use a supplier before we approve the supplier in writing. A supplier must demonstrate to our reasonable satisfaction that it can supply an item meeting our standards and specifications for building and constructing a Souper Salad Restaurant, that it is in good financial standing in the business community, and that its services are reliable. We will provide you with our specifications and standards and our criteria for approval of architects, engineers, and contractors, and we will approve or disapprove a proposed supplier in 30 days from submission of the approval package and personal visit. A supplier must continually adhere to our standards and specifications to maintain its approval. You must purchase and install, at your expense, all millwork and customized seating, fixtures, furnishings, equipment (including a POS cash register system), decor, and signs from an approved third-party supplier.

Insurance

During Restaurant construction, you must maintain general liability and property damage insurance of the type and with the limits we require, protecting you and us and our related parties as additional insureds on a primary non-contributory basis. The policy must be written by a responsible insurer or insurers acceptable to us and must contain a waiver of subrogation in favor of the additional insureds.

Throughout the franchise term, you must obtain and maintain insurance policies protecting you and us and our related parties, as additional insureds, on a primary non-contributory basis to the general liability policy and the auto liability policy. The additional insureds should be listed on the certificate as follows: Souper Salad FC, LLC, Souper Salad, LLC, and their officers, directors, partners, shareholders, members, regional directors, subsidiaries and Affiliates, agents, employees, successors, and assigns; and it must be provided on an Additional Insured Grantor of Franchise Endorsement form CG2029 (or an endorsement form with comparable wording acceptable to us). The insurance must be underwritten by insurers licensed and admitted to write coverage in the state in which the restaurant is located and with a rating of "A" or better. These policies must include the coverage that we require, which currently includes: (a) "all risk" or "special" property insurance covering all real and personal property and equipment on a replacement costs basis, including business interruption and extra expense insurance on an actual loss sustained basis; (b)

comprehensive general liability insurance, including products and completed operations in an amount of not less than the following combined single limits:

(1) Workers' compensation insurance including Occupational Disease meeting the statutory requirements of the state in which the work is to be performed and Employer's Liability insurance with policy limits of five hundred thousand dollars (\$500,000) per accident; five hundred thousand dollars (\$500,000) disease aggregate; five hundred thousand dollars (\$500,000) disease per employee;

(2) Commercial general liability insurance written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) against claims for bodily injury, property damage, and personal and advertising injury caused by or occurring in conjunction with the operation of the Restaurant (or otherwise in conjunction with your conduct of business pursuant to this License) under one or more primary policies of insurance, each on an occurrence basis, with limits not less than two million dollars (\$2,000,000) per project/general aggregate; one million dollars (\$1,000,000) products/completed operations aggregate; one million dollars (\$1,000,000) personal injury and advertising injury; one million dollars (\$1,000,000) per occurrence. Souper Salad FC, LLC, Souper Salad, LLC and any other party or parties designated by us shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the excess liability coverage. These policies must provide primary coverage with respect to any other insurance or self-insurance afforded to Franchisor;

(3) Motor vehicle/automobile liability insurance for hired, owned and non-owned vehicles, against claims for bodily injury, including death and property damage caused by or occurring in conjunction with the operation of the Restaurant (or otherwise in conjunction with your conduct of business pursuant to this License) with combined single limit coverage (personal injury, bodily injury, death and property damage) of at least one million dollars (\$1,000,000) for each accident;

(4) Umbrella or Excess Liability Insurance providing excess coverage for Employer's Liability, Commercial General Liability, and Auto Liability, with the same features as items 1, 2 and 3 above (follow-form) with limits of not less than three million dollars (\$3,000,000) per location;

(5) All-risk building and contents insurance including wind, flood and earthquake, vandalism and theft insurance for the replacement value of the Restaurant and its contents;

(6) Data privacy/cyber liability insurance, including first party coverage (forensics investigation, notification, credit monitoring, loss of business income, crisis management) and third-party coverage, with coverage limits of no less than \$1,000,000;

(7) Business interruption insurance for a period adequate to reestablish normal business operations (minimum of twelve (12) months), with coverage to include royalties due to franchisor and off-premises power; and

(8) Builders' risk insurance on a completed value non-reporting basis during the period of construction and/or any remodeling of the Restaurant.

You and your insurers shall agree to waive rights of subrogation against Souper Salad FC, LLC, and their officers, directors, partners, shareholders, members, regional directors, subsidiaries and Affiliates, agents, employees, successors, and assigns. At least 10 days before you are required to carry insurance, and at least 30 days before the expiration of any policy thereafter, you must deliver to us certificates of insurance evidencing the proper types and minimum amounts of required coverage, and evidence of the waiver. If you fail to maintain the required insurance, we, or our designee, may obtain the insurance for you and charge and demand reimbursement of the premium costs and costs of acquiring the insurance. Each year, we may unilaterally modify the insurance minimum coverage requirements, which may include an increase to the minimum coverage requirements to reflect changes in inflation, or as market conditions warrant.

The cost of insurance varies, depending upon the insurance company you select, lease requirements, variances in the cost of insurance from city to city and state to state, and other factors. Whether or not amounts paid for insurance premiums are refundable will be determined by individual insurance carriers and the terms of the insurance policies.

Revenue Derived from Franchisee Purchases and Leases

We and our affiliates derive revenue from franchisee purchases and leases to the extent that franchisees purchase products or services from us or our affiliates. Our parent also receives payment from our suppliers of various products or services purchased and/or leased by franchisees. The payments are intended to offset the cost of providing product development, research, logistics, distribution, volume minimums on proprietary products and procurement services. We also participate in a nationwide contract with Coca-Cola USA, under which we receive marketing fund payments from Coca-Cola USA based on franchisee purchases and a rebate which is paid directly to franchisees based on their purchases of Coca Cola products.

We derived no revenue on account of franchisee purchases or leases during our most recent fiscal year ended December 28, 2025. During the same period, our parent, SS LLC derived \$9,245 from supplier rebates and other payments based on franchisee and licensee purchases as reflected on our current audited financials.

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

We estimate that approximately 85% of all of your expenditures for purchases and leases of goods and services in establishing your Restaurant franchise and approximately 30% of your total annual operating expenses on an ongoing basis will be for goods and services which are subject to sourcing restrictions (that is, for which suppliers must be approved by us, or which must meet our standards or specifications).

Description of Purchasing Cooperatives; Purchasing Arrangements

We may negotiate purchase arrangements with primary suppliers for the benefit of franchisees. If we negotiate a purchase agreement for the region where your Restaurant is located, you must participate in the purchasing program. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

Presently there are no purchasing or distribution cooperatives in existence for the franchise system.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligation	Section(s) in Franchise Agreement	Section(s) in Area Development Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 3.1, 3.2 and 3.3	Section 6.1	Items 8 and 11
b. Pre-opening purchase/leases	Sections 3.3, 3.4, 6.5, 6.6, and 10.1	Not applicable	Items 7, 8, and 11
c. Site development and other pre-opening requirements	Sections 3.1, 3.2, 3.4 and 5.3	Section 6.1 and Article 7	Items 7, 8, and 11
d. Initial and ongoing training	Sections 5.1, 5.2, 5.5 and 5.6	Not applicable	Items 6 and 11
e. Opening	Sections 3.5, 5.3, and 6.8	Not applicable	Item 11
f. Fees	Article 4, 5.2, 9.2, 9.3, 12.2-12.4	Article 5 and Sections 6.2 and 7.2(c)	Items 5, 6, 7, 8, and 11
g. Compliance with standards and policies/operating manual	Section 5.2. Article 6 and Article 8	Not applicable	Item 8, 11, 14, and 16

Obligation	Section(s) in Franchise Agreement	Section(s) in Area Development Agreement	Disclosure Document Item
h. Trademarks and proprietary information	Article 7	Not applicable	Items 11, 13, and 14
i. Restrictions on products/services offered	Sections 6.4, 6.5, and 6.6	Not applicable	Items 8 and 16
j. Warranty and customer service requirements	Not applicable	Not applicable	Not applicable
k. Territorial development and sales quotas	Not applicable	Section 7.1	Item 12
l. Ongoing product/service purchases	Sections 5.2, 6.5, 6.6, and 8.1	Not applicable	Item 8
m. Maintenance, appearance, and remodeling requirements	Sections 2.2, 6.7 and 6.10	Not applicable	Items 7, 8, and 11
n. Insurance	Section 11.2	Section 11.4	Item 7 and 8
o. Advertising	Article 9	Not applicable	Items 6 and 11
p. Indemnification	Section 11.3	Section 11.2	Item 6
q. Owner's participation/management/staffing	Sections 6.2, 6.3, 6.7 and 6.8	Section 2.4	Item 15
r. Records and reports	Sections 10.4, 10.5, and 10.6	Not applicable	Item 11
s. Inspections and audits	Sections 6.9, 10.3, and 10.7	Not applicable	Items 6 and 11
t. Transfer	Article 12	Article 8 and Section 9.1(b)	Items 6 and 17
u. Renewal	Article 2.2	Section 7.2	Items 6 and 17
v. Post-termination obligations	Article 14 and Section 15.2	Sections 3.2, 11.2, 13.2 and Article 10	Items 6 and 17
w. Non-competition covenants	Sections 15.1 and 15.2	Article 3	Item 17
x. Dispute resolution	Article 19	Article 15	Item 17
y. Guaranty and Personal Undertaking	Sections 12.4.8 and 18.6	Section 2.5	Item 15
z. Liquidated Damages	Sections 14.5 and 19.6 and Guaranty	Not Applicable	Items 6 and 17

ITEM 10 FINANCING

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

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

Except as listed below, Souper Salad FC, LLC is not required to provide you with any assistance.

Before you open your Restaurant for business:

1. We will review and consent to your proposed site if it meets our standards and requirements within 30 days from receiving all requested information (Franchise Agreement, Section 3.2.).
2. If you are developing a new Restaurant, we will provide you with prototypical plans and specifications, including requirements for exterior and interior materials and finishes, dimensions, design, image, interior layout, decor, fixtures, furnishings, equipment, color schemes and signs. We will provide these materials to you following execution of the Franchise Agreement. (Franchise Agreement, Section 3.4. and Item 8 of this disclosure document).
3. We will provide you, through the Manual and other written materials, the standards and specifications for the fixtures, furnishings, equipment (which may in the future include computer hardware and software) and signs that we require and have approved as meeting our specifications and standards for quality, design, appearance, function and performance and which you must use. (Franchise Agreement, Sections 5.2. and 6.5.).
4. We will furnish our Basic Management Training Program for up to five persons without charge. (Franchise Agreement, Section 5.1.).
5. We will assist you to prepare and coordinate a restaurant grand opening promotional advertising program in such form and content as we may approve for the initial opening of the Restaurant (Franchise Agreement, Section 9.2).
6. With respect to the first Restaurant that you develop, we will make available one individual to provide you two days of Restaurant opening assistance, which is included in the initial training program; there is no fee for the service, but you must reimburse us all travel, lodging and dining costs for the individual who provides assistance. (Franchise Agreement, Section 5.3.2.).
7. With respect to the first Restaurant that you develop, at your request, we will provide additional Restaurant opening assistance, subject to the availability of personnel, in consideration for a per diem fee and reimbursement of all travel, lodging and dining costs for the individuals providing such additional assistance. (Franchise Agreement, Section 5.3.2.).
8. We will loan you one copy of our Manual(s). (Franchise Agreement, Section 5.2.) The Table of Contents of our Confidential Operations Manual is attached to this disclosure document as Exhibit D. Our Confidential Operations Manual contains 67 pages.
9. We will provide such pre-opening consultation and advice as we deem appropriate, which may include advice with regard to the development and operation of the Restaurant, building layout, furnishings, fixtures, and equipment, plans and specifications, purchasing and inventory control, and such other matters as we deem appropriate. (Franchise Agreement, Section 5.1. and 5.3).
10. To the extent allowed by applicable law, we will assist you in establishing maximum, minimum, or other pricing requirements with respect to the prices you may charge for products, including required participation in the System-wide discount programs and promotions. If we do not establish such pricing requirements, then you will have the right to determine the prices you charge (Franchise Agreement, Section 6.11).

During the operation of the Franchised Business:

1. We will provide such ongoing consultation and advice as we deem appropriate, which may include information about new product development, instruction concerning the operation and management of a Restaurant, advertising and marketing advice, and financial and accounting advice. (Franchise Agreement, Section 5.3.)
2. We will communicate to you information about our Designated Suppliers. (Franchise Agreement, Section 6.6.)
3. We will administer the Brand Development Fund and allocate funds for authorized purposes. (Franchise Agreement, Section 9.3.)

Advertising

Our advertising program for the products and services offered by SOUPER SALAD Restaurants currently consists of social media/digital advertising campaigns, dissemination of coupons and promotional materials at the restaurant level, and in-store promotional materials including window posters, point-of-purchase materials, menu-based inserts, and customer participation in loyalty programs. Our advertising materials are created in-house and with the help of an outside advertising agency. You may develop your own advertising and marketing materials, at your own expense, subject to the requirements and our written approval as described below. We may elect to utilize various local, regional and/or national media campaigns in the future that may, in addition to radio, include television, magazine, newspaper and Internet advertising campaigns.

We must approve all of your promotional and marketing materials prior to first use. To obtain approval, you must submit to us samples of the proposed materials and notify us of the intended media. We will use commercially reasonable efforts to approve or disapprove your materials within 15 days from the date we receive them. You may not use the materials until we have provided our approval in writing, and we have the right to disapprove materials that we have previously approved.

New Restaurant Marketing Plan Fee

If you are developing a new Restaurant, you will pay us a \$10,000 New Restaurant Marketing Plan Fee when you sign the lease for the Restaurant, or the date by which you are required to acquire a site for the Restaurant (whichever occurs first), in consideration for the grand opening advertising services that we provide.

Marketing Allocation; Local Marketing; Brand Development Fund

We can require you to spend a certain percentage of Gross Revenue on approved marketing activities. We call this your "Marketing Allocation." The Marketing Allocation is 3% of Gross Revenue per year. We may require you to contribute all or a portion of the Marketing Allocation to a Brand Development Fund ("Fund") that we administer, as described below. The remainder must be spent to promote the Restaurant in your local market area. Currently, we require a 3% contribution to the Brand Development Fund, and we currently recommend, but do not require, that you spend 1% of Gross Revenue on local marketing. We may change the apportionment periodically by providing you 90 days' advance notice of the change.

We administer the Fund, and may use Fund monies for authorized purposes, which include payment for creative development services (including creation and modification of Restaurant design and trade dress, logos, menu design, graphics and vehicle wraps, and advertising and promotional items, including the cost of photography services and design software); preparing and procuring market studies, providing or obtaining marketing services (including, without limitation, conducting customer surveys, focus groups, and marketing and compliance-related mystery shops and customer interviews); employing advertising and/or public relations agencies; developing, producing, distributing and placing advertising (including, without limitation, preparing and conducting media advertising campaigns in various media, local advertising and promotion in a particular area or market, or for the benefit of a particular Restaurant or Restaurants in connection with opening promotion or otherwise, conducting and administering in-Restaurant promotions; preparing and executing direct mail advertising, and developing, producing and purchasing point-of-sale advertising, menus and menu boards, and other sales aids and promotional items and materials); new product development and development of product packaging; developing, updating and hosting our web site (including development of locator programs) and/or an intranet or extranet system; obtaining sponsorships and endorsements; preparing and conducting sweepstakes and other promotions; developing, administering, and distributing coupons, gift certificates, gift cards, stored value card and loyalty card programs, and customized promotions, and the cost of product associated with the redemption of free coupons, gift certificates, gift cards, stored value cards, loyalty cards and/or other customized promotions; developing and administering other customer loyalty programs; providing and procuring public relations services; conducting public relations activities; charitable donations; membership fees in international, national, regional, and/or local trade or other associations or organizations. We also may use Fund monies to reimburse ourselves for our costs of personnel and other administrative and overhead costs associated with providing the services described in this paragraph.

We will not use Fund monies for creating or placing any advertisement that is principally a solicitation for new franchisees, but may include in all advertising prepared (including Internet advertising) information concerning franchise opportunities, and a portion of Fund monies may be used to create and maintain one or more pages on our website devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by prospective franchise candidates. We are not obligated to spend any amount on advertising in the area where your Restaurant is located or to ensure that your Restaurant will benefit directly from the Fund monies. Any amounts contributed to the Fund that are not spent in the year they are collected will remain in the Fund for use during the next year.

Although not contractually required to do so, we anticipate that each SOUPER SALAD Restaurant owned by us or an affiliate of ours will contribute to the Fund on the same basis as our franchisees.

The Fund monies are not audited, however upon your written request, we will provide you an annual unaudited statement of Fund contributions and expenditures. During our fiscal year ending December 28, 2025, Fund contributions were spent as follows:

22.6%	Media Placement
56.1%	Other (including point-of-purchase materials, website development, public relations, research and direct mail costs)
<u>21.3%</u>	Administrative Expenses
100%	Total

Advisory Council

We may choose to sponsor a Souper Salad Advisory Council ("FAC"). We appoint franchisee members to the FAC, and the number of franchisee members will be generally determined based on the total number of franchisees in the system. This advisory council may advise us on various matters pertaining to the SOUPER SALAD franchise system such as advertising, marketing, promotions, new products or menu items and supply chain. The advisory council does not have decision-making power or fiduciary duties; it is advisory only. We have the right to form, change or dissolve any advisory council as well as to increase or decrease the number of participants involved and are not required to consult with any such advisory council prior to making any decision in connection with or related to the SOUPER SALAD franchise system. To the extent applicable, you will be provided contact information for the council members annually or you can request such information from your Franchise Support Director. We do not currently have a FAC for the Souper Salad system.

Cooperative Advertising

We can designate any geographic area in which two or more Restaurants are located as a region for an Advertising Cooperative ("Cooperative"). Each Cooperative will be organized and governed according to bylaws that we create or approve. Each Cooperative will be organized for the exclusive purpose of developing and placing advertising in the market served by the Cooperative. Each Restaurant located in the area served by the Cooperative will be entitled to one vote, and we also will have the right to cast one vote on all matters put to a vote. The Cooperative will act by majority vote. If a Cooperative is established for the area in which your Restaurant operates, you must participate in and contribute to the Cooperative the amounts required by the Cooperative's governing documents, which may exceed the amount of your local marketing expenditure. Amounts that you contribute to a Cooperative will be credited against your local marketing requirement under the Franchise Agreement. At this time, no Cooperatives have been formed, and there are no sample bylaws available for review.

Marketing and Promotions

All marketing and promotion must be conducted in a professional and dignified manner and must conform to our specified standards and requirements. All marketing and promotional materials, including product identification materials, point-of-purchase promotional materials, promotion memorabilia, and merchandise and prizes, will either be provided for you, or be made available to you for purchase through us.

We may create and license to you, social media accounts, e-mail marketing software accounts and other electronic accounts that use the Marks or any portion of them, used by you with any Internet directory, website, platform, or similar item in the operation of your Franchised Business. You may not create websites, social media accounts, e-mail marketing software accounts or other comparable accounts outside of those which we license to you. In addition, through the loyalty platform, you will have the ability to send marketing and promotional messages via SMS and text messages to your customers that have elected to receive such communications.

You will operate your Franchised Business so that it is clearly identified and advertised as a SOUPER SALAD franchise. You will use the trademark "SOUPER SALAD" and the other Marks which now or hereafter may form a part of the System, on all signs, suppliers, business cards, uniforms, advertising materials, Technology platforms, signs and other articles in the identical combination and manner as we may prescribe in writing and you will supply to us samples and photographs of the same up on our request. You will comply with all trademark, trade name, service mark and copyright notice marking requirements and you will supply to us samples or photographs upon our request.

POS & Computer Systems

You must purchase, install and maintain an electronic point of sale cash register system and related hardware and software to record sales and transaction data (such as item ordered, price and date of sale) that is approved by us (the "POS System"). Currently, Revel point of sale is the only approved POS System. You will use the POS System as a cash register system, a customer data system, an inventory system, an employee payroll and time maintenance system and a daily sales reporting system. All sales must be processed through the POS System and reported as Gross Revenue, and no other supplemental or secondary POS system may be used. You must connect the POS System to a telephone line or other communications device that is capable of accessing the internet via a third-party network; such internet services must comply with our then current standards for bandwidth and speed. We will have the right to independently access all information and financial data recorded by the system for daily polling, audit and sales verification. Updates or replacement of the POS System, both hardware and software, may be required. There is no contractual limitation on the frequency or cost of these obligations. In addition, we may require you to purchase, at your cost and expense from approved suppliers, and use managed security service provider (MSSP) (which provides in-Restaurant network security, cyber security, firewall monitoring and failover services), operations, catering, back office, accounting, customer service, credit card and gift card processing, loyalty program processing, online ordering, delivery and other hardware and software in the operation of your Restaurant. You must use our approved supplier for credit card and gift card processing. The computer system and/or POS for your Franchised Business will be dedicated for the operation of your SOUPER SALAD business and used for no other purpose unless we otherwise agree.

The approximate cost to purchase the POS System, Computer System, computer software and hardware is between \$4,500 and \$9,000.

Our Designated Supplier will grant you a license to use the POS System Software in connection with your operation and management of the Franchised Business (the "Software License"). You must sign a computer maintenance agreement with the manufacturer of the POS System and pay the annual service fees of approximately \$250 per month or \$3,000 annually.

At our request, you must, install and maintain interactive multi-media equipment, devices, and facilities that we require, including digital menu boards, approved music systems, Wi-Fi and other wireless internet and communications systems, and interactive displays, including plasma or LCD screens. You must only play the music we designate or otherwise approve and must cease using any music we do not authorize for your Restaurant. You must obtain a license for music played in your approved location and must be able to supply evidence of this license at our request. We reserve the right to designate the music system provider for your Restaurant.

Except as described above, neither we nor our Affiliates, nor any third parties, must provide ongoing maintenance, repairs, upgrades, or updates to your POS System or other computer equipment. Except as described above, there are currently no optional or required maintenance/upgrade contracts for the POS System or other computer equipment.

You must install any other hardware or software for the operation of the Franchised Business that we may require in the future, including any enhancements, additions, substitutions, modifications, and upgrades; some or all of which are

developed and licensed by or on behalf of us or one of our affiliates, or otherwise required by us at such cost as we or our approved vendors make such upgrades, additions, enhancements and replacements available to franchisees. There is no contractual limitation on the frequency or cost of these obligations. You shall acquire, subscribe and use all online, delivery services and mobile app ordering software Franchisor requires, and pay all associated fees. We may also require you to license from us, or others we designate, any computer software we develop or acquire for use by SOUPER SALAD Restaurants. We do not permit franchisees to contract with any alternative suppliers of computer hardware and software for use with or in the Restaurant, nor do we issue specifications for these items. Subject to our approval, you may use standard, off the shelf general business applications software such as Microsoft Office obtained from an authorized reseller for use in the Restaurant.

The point-of-sale system will report information concerning your sales, inventory, accounting and other operations. You may not further modify or manipulate the database for the computer software systems without our prior written consent. We may retrieve from your point-of-sale system and other technology any and all information we consider necessary, desirable or appropriate. There is no contractual limitation on our right to access information or modify the software systems on your point-of-sale system or other required technology. If necessary, we or our approved vendor may utilize remote access to provide required upgrades and installation of hardware for your technology systems. You will have independent access to the information that will be generated or stored in the point-of-sale and reporting system, but you may not manipulate the data that is generated or block or restrict our access to the data.

We anticipate implementing the Lunchbox platform for our mobile app and online ordering system; Lunchbox is currently the only supplier approved by Souper Salad for online ordering (including the mobile app). The Lunchbox system allows guests to order menu items for pickup/delivery through the Souper Salad website and the mobile app. This software will also integrate your Restaurant's point-of-sale system with the third-party online ordering systems. As of this disclosure documents issuance date, the current cost for this software is \$70 per month plus 4.5% per transaction plus \$0.50 delivery order transaction for dispatch orders only.

Site Selection and Opening

When you sign the Franchise Agreement, we will agree on a "Site Selection Area" within which you may locate the Restaurant. You must acquire an acceptable site for the Restaurant by no later than the mutually determined Control Date identified in the Summary Pages of the Franchise Agreement or we may terminate the Franchise Agreement. Calculation of the "Control Date" typically depends on where the Restaurant will be located and applicable real estate market conditions. For each proposed site that you identify, you must deliver to us a franchise site application in a form that we prescribe, including information about the site as we may reasonably request to perform our evaluation. We will approve or reject your proposed site within 30 days of receiving all requested information about the site. The criteria that we use to evaluate the site includes general location and neighborhood, traffic patterns, parking, size, physical characteristics of existing buildings and lease terms.

Time Period to Open

If you are developing a new Restaurant, we estimate that there will be an interval of between six months to one year between the execution of the Franchise Agreement and the opening of your Restaurant. Many factors can result in delays substantially beyond these estimates. Examples are: (i) your ability to timely obtain a lease and possession of the leased premises, financing and/or building permits; (ii) compliance with zoning and local ordinances; (iii) weather conditions; (iv) supply shortages; and (v) delays in the installation of equipment, fixtures and signs. Your failure to open the Restaurant within the timeframe as identified in this paragraph may result in termination of your Franchise Agreement, at our sole discretion.

If you are acquiring the assets of an existing Restaurant, the interval between execution of the Franchise Agreement and opening your Restaurant is typically 30 to 120 days. Also, you may not open your Restaurant for business until: (a) we approve the Restaurant; (b) pre-opening training of you and the Restaurant personnel has been completed to our satisfaction; (c) the initial franchise fee and all other amounts then due to us have been paid in full; (d) the lease documentation has been signed and all other documentation for development of your Restaurant has been completed; and (e) we have been furnished with copies of all required insurance policies or other evidence of insurance coverage

and payment of premiums as we may require. Upon our approval, you must then open your Restaurant for business within five days after we notify you that the conditions for opening, outlined above, have been satisfied.

Initial Training Program

You must at all times employ a minimum number of individuals who have successfully completed our designated training programs, including company, state and local food safety certification requirements. The minimum number required at any time will depend upon the number and type of your franchise locations.

With respect to your first (1st) Restaurant, up to five trainees (5, including you) may attend the initial training program, and for your second (2nd and subsequent) Restaurant, you may have up to four (4) trainees.

All of your trainees must successfully complete their designated training program to our satisfaction by demonstrating proficiency in the skills and abilities taught in training. Any person who does not complete the training program to our satisfaction will not be authorized to manage a franchise location for you. We may, in our sole discretion, waive your personal obligation to attend some or all of this training. If we do so, you must instead send a substitute person to complete the required training program.

The Initial Training program (or Basic Management Training Program) is conducted on an as-needed basis but not less than once per year subject to the addition of or sale to a new franchisee, the number of personnel needing training, and the scheduled opening of new Souper Salad Restaurants. Our Initial Training program is held in an operational, certified training restaurant and conducted by either one of our Franchise Support Directors or a Souper Salad Restaurant manager who has been certified as a trainer. Topics include, but are not limited to, management logs, compliance, employee scheduling, equipment maintenance, personnel management, marketing and promotion, customer and employee relations, food purchasing, financial management, techniques and procedures used in the operation of the franchise. Whenever possible, we will try to conduct training in certified training restaurants at locations as near as possible to your franchise location, but we cannot promise that you will be able to avoid the expenses of travel and lodging. The number and location of certified training restaurants will vary.

The training program consists of approximately 10 days or 80 hours of training at a certified franchised training restaurant, which includes two (2) days of on-site support for the Restaurant opening. The course trains and certifies the Franchisee and a full-time Restaurant Manager in all aspects of operating a Souper Salad Restaurant. Training will proceed, to some extent, at a pace set by the trainee, so it may take more or less than the times stated above.

The following is a schedule of a typical initial training program. Your training may not be in this precise sequence or duration.

TRAINING PROGRAM

Subjects	Hours of Classroom Training	Hours of On-the-Job Training	Location
Owner Orientation: Overview – Operations, Training, Technology, Supply Chain, Finance, Marketing	6 hours	0 hours	Franchisor's Corporate Office
TOTAL HOURS	6 hours	0 hours	
Worker Positions & Stations	4 hours	35 hours	Training Restaurant we select

Guest Service Management	1 hour	0 hour	Training Restaurant we select
Shift Management	2 hours	10 hours	Training Restaurant we select
Employee & Staff Training	1 hour	0 hours	Training Restaurant we select
Scheduling	1 hour	5 hours	Training Restaurant we select
Food Ordering	1 hour	8 hours	Training Restaurant we select
Quality Assurance/Food Safety	1 hour	1 hour	Training Restaurant we select
Operating Routines	1 hour	0 hour	Training Restaurant we select
Preventative Maintenance	1 hour	0 hour	Training Restaurant we select
Safety, Security, Theft Prevention	1 hour	0 hour	Training Restaurant we select
Four Wall Marketing	1 hour	0 hour	Training Restaurant we select
Performance Management	1 hour	0 hour	Training Restaurant we select
Management Skills	1 hour	4 hours	Training Restaurant we select
TOTAL HOURS	17 hours	63 hours	

Training and Opening Team assistance are conducted by our approved training personnel, Franchise Support Director(s), Restaurant managers, and/or other individuals who are certified to conduct training in restaurant operations and who have experience in the SOUPER SALAD business. Currently, we have one (1) Souper Salad Franchise Support Director that will oversee training: Stefanie Foster, has over 20 years of experience in the casual service industry and has been working with the Souper Salad franchise system since August 2023. Our Director of Training, Scott Brenneman, who has over 20 years in the casual service industry, has been working with f our affiliate brand, Friendly's, since April 2005, and has been working with the Souper Salad franchise system since January 1, 2025. The minimum level of experience of each trainer will be at least one year in a similar industry.

With respect to your first (1st) Restaurant only, we do not charge a tuition fee for the first five (5) persons to attend the initial training. With respect to your second (2nd) Restaurant only, we do not charge a tuition fee for the first four (4)

persons to attend the initial training. You must pay all of the travel and personal living expenses, including meals, lodging and local transportation, wages, salaries, benefits and taxes for yourself and all your trainees while attending any initial training program. You must also pay a \$50 per diem for each of our trainers as well as their lodging.

The initial training must be successfully completed prior to the scheduled opening of the Restaurant. Successful completion of the initial training program will require that the candidates be able to read, write and converse in the English language.

If our representative is scheduled to conduct an on-site training program at your Franchised Business and you subsequently cancel the scheduled training program, then you must pay us our then current on-site training cancellation fee ("On-Site Cancellation Fee"). The On-Site Training Cancellation Fee is currently \$250 per person but may vary depending upon the type of scheduled training program and how far in advance you notify us in writing of the cancellation.

You agree that we are not obligated to provide any training or assistance to your particular level of satisfaction, but as a function of our experience, knowledge and judgment. You understand that we are not obligated to provide any services to you that are not set forth in this FDD or your Franchise Agreement. If you believe we have failed to adequately provide any pre-opening services to you or to your employees, whether with respect to site selection, purchase and selection of equipment and supplies, training or any other matter affecting the establishment of your Franchised Business, you must notify us, in writing, within 30 days following the opening of your Franchised Business or you will be deemed to conclusively acknowledge that all pre-opening and opening services required to be provided by us were sufficient and satisfactory in your judgment and complied with all representations made to you.

Ongoing Training

During the term of the Franchise Agreement, you must utilize the most current training programs approved for the franchise, including online e-learning content and all periodic updates. Training may, from time to time, also be conducted at a certified training facility of our choice or at our headquarters. Additional training programs and refresher courses will be made available at our discretion. We will generally charge you a fee to recover our costs for such training. You must pay for all travel, personal living, including meals, local transportation expenses, as well as the wages of the persons to be trained.

Optional Assistance

If you request, we will furnish additional guidance and assistance at per diem fees and charges that we will establish. If you request special training of your personnel or other assistance in operating the franchise, and such training must take place at your franchise location, you must pay all of our expenses for such training, including travel, local transportation, and living expenses, including meals, for our personnel in accordance with our applicable per diem policy (e.g. \$50 per day), as well as miscellaneous office expenses such as telephone, copier and meeting room expenses.

ITEM 12 TERRITORY

Franchise Agreement

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

The Franchise Agreement grants a license to operate a SOUPER SALAD Restaurant at a location for which we have provided our written approval. During the term of the franchise, we will not open and operate or permit another party, including our parent and affiliates, to open and operate a new SOUPER SALAD Restaurant within a specific radius surrounding the Restaurant, or a geographic area identified on a map around the Restaurant (the "Protected Area"), which excludes SOUPER SALAD Restaurants within "Closed Markets" and Reserved Rights as defined below.

When the Restaurant location is identified, we will mutually agree on a "Protected Area," which will be identified in Attachment B to the Franchise Agreement. Otherwise, your Protected Area will be described in terms of a radius

surrounding the Restaurant, or a geographic area identified on a map. The minimum Protected Area may be as small as an office or retail building for Restaurants located in densely populated, urban areas such as New York City, and will likely be larger in suburban, less populated areas. Except as provided below, no other Souper Salad Restaurant will be in your Protected Area, but another franchisee's Protected Area may overlap with your Protected Area. Generally, your Protected Area will be approximately one (1) mile, with its central point located at your SOUPER SALAD Restaurant main entrance.

Carved out from protection in the Protected Area will be any venues that we consider "Closed Markets." These include any facility serving a captive market, including department stores, supermarkets, shopping malls (defined as enclosed or open retail centers with gross leasable area in excess of 350,000 square feet), amusement parks, airports, train stations, travel plazas, casinos, nightclubs, restaurants, public facilities, college and school campuses, arenas, stadiums, ballparks, hospitals, office buildings, convention centers, airlines (in-flight services), military bases, and any other mass gathering events or locations, and facilities of any kind for which food and/or beverage service rights are contracted to a third party or parties (including designated roadways and adjacent facilities). Further, you acknowledge that third party delivery service providers will determine a delivery zone around your Restaurant. Your Restaurant may be promoted in that delivery zone by the third-party delivery service provider (but not necessarily by us). We do not control the territory boundaries established by any third-party delivery services provider. In certain rare circumstances, your delivery zone may overlap the delivery zone of another Restaurant and/or the delivery zone of another Restaurant may encroach your Protected Area. Neither the existence of any overlap or encroachment by a third-party delivery service provider, nor our allowing this overlap or encroachment to persist, is considered a breach of your territory rights under this Agreement.

Reserved Rights.

We and our affiliates reserve to ourselves the exclusive right on any and all terms and conditions that we deem advisable and, without any compensation or consideration to you, to engage in the following activities ("Reserved Rights"):

- (a) operate and grant to others the right to develop and operate SOUPER SALAD Restaurants and Franchised Businesses using the System and Marks at locations outside your Protected Area as we deem appropriate and irrespective of the proximity to your Protected Area and, if applicable, Development Area;
- (b) acquire, merge with or otherwise affiliate with one or more businesses of any kind, including businesses that offer and sell products and services that are the same as, or similar to, the Franchised Business, and after such acquisition, merger or affiliation to own and operate and to franchise, or license others to own and operate and to continue to own and operate such businesses of any kind, even if such businesses offer and sell products and services that are the same as or similar to a the Franchised Business (but not utilizing the Marks) within your Protected Area;
- (c) To manufacture, distribute and/or sell, or cause to be manufactured, distributed and sold, food, goods, wares, merchandise, services and/or products, whether or not authorized for sale at SOUPER SALAD Restaurants, under the Marks or other trademarks, service marks, logos or commercial symbols, at wholesale or retail, through any distribution channel, including, without limitation, by means of grocery stores, supermarkets, convenience stores, restaurants, virtual kitchens, ghost kitchens, and via mail order, catalog sales, third-party delivery services, and/or the Internet, without geographic limitation, whether within or without the Protected Area; and
- (d) operate, and grant to others the right to own and operate, a SOUPER SALAD Restaurant within or at any Closed Market both within and outside your Protected Area;
- (e) use the Marks and System and to license others to use the Marks and System, to engage in all other activities not expressly prohibited by the Franchise Agreement;
- (f) advertise and promote the System in the Protected Area; and
- (g) operate, and license others to operate any system that is different than the one operated by you at any location whether inside or outside of the Protected Area.

You do not receive the right to develop or operate more than one restaurant under the Franchise Agreement. You will have no right to use other channels of distribution, such as the Internet, catalogue sales, telemarketing or other direct marketing, to make sales outside your site. There are no restrictions on you from soliciting or accepting orders from customers who come to your franchise location from outside your Protected Area. You may provide food catering and delivery services only from the Restaurant inside your Protected Area, but not outside your Protected Area, and only to retail customers, unless approved or specified by us.

There are no restrictions on our ability to solicit customers. Neither we, our parent, and/or our affiliates, are not obligated to pay you any compensation for soliciting or accepting orders, or for exercising any of our other rights described above.

You also may have the right or be obligated, periodically, to offer certain products or programs comprised of proprietary formulas or recipes, and/or identified by proprietary trademarks or service marks, that we license from an Affiliate or third party on a non-exclusive basis. We refer to these in the Franchise Agreement as “Licensed Programs or Products” and they include, for example, elements of a fresh juice program that we license from BB OpCo. See Item 1. We will not license anyone else to offer the Licensed Programs or Products in your Protected Area, but there are no restrictions on where our Affiliates and third parties sell them. A competitive business, including a business owned or franchised by one of our Affiliates, may offer elements of Licensed Programs or Products in or near your Protected Area.

You may advertise and market the Restaurant outside of your Protected Area and you acknowledge that as Protected Areas may overlap, other franchisees may advertise and market their SOUPER SALAD Restaurants inside your Protected Area. But you may not provide on-site catering services (such as from a cart or kiosk) anywhere (including in your Protected Area) without our advance written consent. You may not deliver or ship any items, regardless of their destination, without our advance written consent, and you may not distribute SOUPER SALAD products through wholesale channels, such as supermarkets, convenience stores, restaurants, or other retailers, or through food service providers such as airlines through in-flight services.

There are no circumstances that permit us to modify your territorial rights under the Franchise Agreement. Unless otherwise specifically agreed between you and us pursuant to the Area Development Agreement, you are not granted any options, rights of first refusal, or similar rights to acquire additional franchises.

Relocation

The Franchise Agreement cannot be transferred or applied to any other site, except in the event of a material casualty or eminent domain taking; material casualty is defined as damage by fire, flood, or other natural catastrophe. Factors we use in our sole judgment to approve a request to relocate a Restaurant to a new site include, without limitation, whether (i) the need for relocation arises from a casualty or eminent domain taking at the present site; (ii) the casualty was due to circumstances beyond your control; (iii) the proposed new site meets all our then-current standards for development; (iv) the proposed new site will have a material, adverse impact on sales of an existing SOUPER SALAD location; (v) the proposed new site lies within any exclusive territory under another franchisee’s Franchise Agreement; and (vi) the proposed new site will be equivalent to or better than the present site. We do not promise you that we will approve relocation of any franchise to a new site.

Area Development Agreement

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

The Area Development Agreement provides you the opportunity and obligates you to develop a minimum of two Souper Salad franchised locations within a specified territory (the “Development Area”), each to be governed by a separate then-current Franchise Agreement, the terms of which may be materially different than the one attached to this disclosure document. The Area Development Agreement expires on a specified date, unless it is terminated earlier. When the Area Development Agreement expires or is terminated, the grant of area development rights, including our restrictions within the specified Area Development Area, is terminated, but your right to continue to operate existing Souper Salad Restaurants under then-existing Franchise Agreements will not be affected.

The size of the Development Area and the number and type of outlets to be developed under the Area Development Agreement is negotiable and will vary depending in part upon market conditions and competition where the franchises are to be located. The boundaries of the Development Area will be described in each Area Development Agreement prior to execution, either by streets, highways or geographic or political boundaries, when appropriate, or by an area encompassed within a radius of a specific distance, or by a distance sufficient to encompass a specified population or range of population, or by attaching a map as an exhibit to the Area Development Agreement.

As long as you are in compliance with the development schedule identified in the Area Development Agreement, we will not develop and open, or permit any other party to develop and open, new Souper Salad restaurants within the Development Area.

There are no minimum sales quotas or other conditions that must be met in order for our restrictions in the Development Area to be maintained; however, if the development schedule is not timely met (and the development schedule is not extended), then we will be free to exercise various options which could include operating or permitting others to operate new Souper Salad Restaurants within the Development Area, or we may elect to terminate the Area Development Agreement.

Carved out from protection in the Protected Area under a Franchise Agreement or Development Area will be any venue that we consider a "Closed Market" (as defined above).

We, our parent, and our affiliates reserve the right to use other channels of distribution, including the Internet, to make sales in the Development Area under the same or different trademarks. There are no restrictions on the areas in which you or we may advertise or solicit customers, nor must we pay any compensation to you for soliciting or accepting orders from inside or outside the Development Area.

Your Protected Area or the Development Area, as applicable is subject to ours and our affiliate's existing franchisees and licensees.

As described in Item 1, our affiliate, RMFC, franchises the operation of retail stores featuring the sale of authentic nonfat and low-fat frozen yogurt, frozen yogurt-based smoothies, and related products and services that do business under the trade name and service mark "RED MANGO" and "RED MANGO CAFÉ". Pursuant to a licensing agreement with our parent, SH LLC, RMFC previously licensed, in the past, its franchisees the right to offer and sell SMOOTHIE FACTORY products according to a RED MANGO-SMOOTHIE FACTORY Co-Brand Amendment. Our affiliate intends to grow the RED MANGO system through franchising and by developing new company and affiliate-owned outlets. RMFC, affiliates operating company-owned outlets, and franchisees operating under the RED MANGO or RED MANGO CAFÉ & JUICE BAR trademark, or as a RED MANGO-SMOOTHIE FACTORY Co-Branded Traditional Store, may compete with you in your Area Development Area and/or Protected Area.

Our affiliate, OLFC, franchises the operation of retail stores featuring the sale of authentic nonfat and low-fat frozen yogurt, frozen yogurt-based smoothies, and related products and services that do business under the trade name and service mark "ORANGE LEAF". Our affiliate intends to grow the ORANGE LEAF system through franchising and by developing new company and affiliate-owned outlets. OLFC also licenses its franchisees the right to offer and sell HUMBLE DONUT CO. products according to an ORANGE LEAF-HUMBLE DONUT CO. Co-Brand Amendment and/or Joint Addendum. Our affiliate intends to grow this system through franchising and by developing new company-owned outlets through an affiliate. OLFC, affiliates operating company-owned outlets, and franchisees operating under the ORANGE LEAF trademark, or as an ORANGE LEAF-HUMBLE DONUT CO. co-branded store, may compete with you in your Area Development Area and/or Protected Area.

Our affiliate, HDFC, currently is licensing the right to offer its made-to-order mini donuts, and related products and services under the trade name and service mark "HUMBLE DONUT CO" to ORANGE LEAF franchisees according to an ORANGE LEAF-HUMBLE DONUT CO. Co-Brand Amendment. HDFC, affiliates operating company-owned outlets, and existing HUMBLE DONUT CO. franchisees or licensees operating under the HUMBLE DONUT CO. trademark, or as a co-branded store with ORANGE LEAF store(s) may compete with you in your Area Development Area and/or Protected Area.

Our affiliate, SHFC, franchises the operation of retail stores featuring the sale of non-alcoholic, fruit-based smoothie beverages, health foods, and nutritional supplements under the trade name SMOOTHIE FACTORY®, SMOOTHIE FACTORY + KITCHEN® and/or SMOOTHIE FACTORY JUICE BAR™. Our affiliate intends to grow this system through franchising and by developing new company-owned outlets through an affiliate. Our affiliate intends to grow this system through franchising and by developing new company-owned outlets through an affiliate. SHFC, affiliates operating company-owned outlets, and franchisees operating under the SMOOTHIE FACTORY, SMOOTHIE FACTORY + KITCHEN or SMOOTHIE FACTORY JUICE BAR trademark, may compete with you in your Development Area and/or Protected Area.

Our affiliate, Friendly's Restaurants Franchising Co, LLC ("FRFC"), currently franchises the operation of (i) FRIENDLY'S restaurants, which are full-service family-style restaurants offering a full menu of ice cream and frozen treats, breakfast, lunch and dinner entrees, burgers, sandwiches and wraps, snacks and beverages and (ii) FRIENDLY'S ice cream stores, which are retail stores offering ice cream, frozen treats, beverages and related products. Our affiliate intends to grow the FRIENDLY'S system through franchising and by developing new company and affiliate-owned outlets. FRFC, affiliates operating company-owned outlets, and franchisees operating under the FRIENDLY'S trademark, may compete with you in your Area Development Area and/or Protected Area.

Our affiliate, CJFC, franchises operation of CLEAN JUICE stores, which feature the sale of certified organic juices, smoothies and acai bowls as well as toasts, sandwiches, wraps and other related supplemental products and services that do business under the trade name and service mark "CLEAN JUICE". Our affiliate intends to grow the CLEAN JUICE system through franchising and by developing new company and affiliate-owned outlets. CJFC, affiliates operating company-owned outlets, and franchisees operating under the CLEAN JUICE trademark, may compete with you in your Area Development Area and/or Protected Area.

RMFC, OLFC, HDLC, CJFC, SHFC and FRFC share our principal offices and may also share all or portions of our training facilities. There are no formal procedures in place for resolving conflicts between us and the franchisees and licensees of the RED MANGO franchise system, ORANGE LEAF franchise system, FRIENDLY'S franchise system, SMOOTHIE FACTORY franchise system, CLEAN JUICE franchise system, HUMBLE DONUT CO. license system or between franchisees of the RED MANGO, SMOOTHIE FACTORY, FRIENDLY'S, SOUPER SALAD, CLEAN JUICE, HUMBLE DONUT CO. or ORANGE LEAF systems regarding territory, customers, or franchisor and/or licensor support, although we are not anticipating that any conflicts will arise. Each franchisor and/or licensor (RMFC, OLFC, SHFC, FRFC, CJFC and HDLC) will be responsible for fulfilling its contractual obligations to its franchisees and licensees, and we will be responsible for fulfilling our contractual obligations to our franchisees.

Except for the activities of RMFC, OLFC, FRFC, CJFC, SHFC and HDLC, neither we nor our affiliate have established or have present plans to establish franchises, licenses, company-owned outlets, or other channels of distribution offering and selling products and services similar to those to be offered by you under different trademarks. There are, however, no restrictions in the franchise agreement that would prohibit us from doing so. You are not entitled to compensation for any sales or commissions from solicitations we make in the Development Area or Protected Area.

ITEM 13 TRADEMARKS

SS LLC grant you the right to operate a restaurant under the name SOUPER SALAD®. The following Marks are registered on the Principal Register of the U.S. Patent and Trademark Office ("USPTO"). All required affidavits have been filed, and we intend to file all renewals of Marks when due.

Mark	Registration No.	Registration Date	International Class
SOUPER SALAD	5885063	October 15, 2019	43
SOUPER SALAD (with spoon and fork design)	3597084	March 31, 2009	43
			

Mark	Registration No.	Registration Date	International Class
SOUPER FRESH CLUB	3976934	June 14, 2011	35
	5378867	January 16, 2018	35

Our affiliate, SS LLC owns and has granted us the right to use these Marks in connection with our franchising activities for SOUPER SALAD Restaurants, according to a written license agreement. Our agreement with SS LLC is perpetual, unless otherwise terminated by SS LLC, which SS LLC may do so at its discretion. If this agreement is terminated, you must, as we direct, change to an alternative trademark, which could increase your expenses. There are no other agreements currently in effect which significantly limit our right to use or license the use of the Marks in any manner material to the franchise. We are not aware of any superior prior rights or infringing uses that could materially affect a franchisee's use of our principal Mark in any state.

There are no currently effective material determinations of the United States Patent and Trademark Office ("USPTO"), the Trademark Trial and Appeal Board ("TTAB"), or of the trademark administrator of any state or any court. There are no infringing uses actually known to us that could materially affect your use of the Marks, however, we have not conducted an exhaustive search of users of names which may be the same or similar to our Marks. Although we are not aware of anyone other than SS LLC or current franchisees who are using "SOUPER SALAD," as a trademark or service mark, it is possible that the name " SOUPER SALAD " has been used by others in the restaurant business; and we cannot represent with certainty that we have exclusive or superior rights to the name " SOUPER SALAD" in all geographic areas. There may be similar uses to our Marks of which we are unaware, which could arise from prior users.

You may use only the Marks that we designate, must use them only in the manner that we authorize and permit, and must use them with the symbols "®", "TM", or "SM", as appropriate. You may use the Marks only in connection with the operation and promotion of the Franchised Business, and only in the manner we prescribe. You may not contest ownership or validity of the Marks or any registration of the Marks, or our right to use or to sublicense the use of the Marks. You must sign all documents that we require in order to protect the Marks and to maintain their validity and enforceability.

You may not use the Marks or any part of the Marks in your corporate name, and may not use them to incur any obligation or indebtedness on our behalf.

You may not use the Marks or any part or derivative of the Marks on the Internet, except as expressly permitted in writing. This prohibition includes use of the Marks or any derivative of the Marks as part of any URL or domain name, as well as their registration as part of any username on any gaming website or social networking website (such as FACEBOOK, SNAPCHAT, INSTAGRAM, LINKEDIN, X, TIKTOK or YOUTUBE), whether or not such social media platform is used for commercial gain, or as part of any unauthorized email address.

You must promptly notify us of any suspected unauthorized use of, or any challenge to, the validity of the Marks or Copyrighted Works, or any challenge to our ownership of, or license to use and to license others to use, or your right to use, the Marks or Copyrighted Works. We have the right to direct and control any administrative proceeding or litigation, or other adjudicative proceeding involving the Marks or Copyrighted Works, including any settlement of the proceeding. We have, or our Affiliate has, the right, but is not obligated, to take action against third parties for infringement of our Marks or Copyrighted Works. We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks or Copyrighted Works. If we determine that you have used the Marks and Copyrighted Works according to the terms of the Franchise Agreement, we will pay the cost of the defense, including the cost of any judgment or settlement. If we determine that you have not used the Marks or Copyrighted Works

according to the terms of the Franchise Agreement, you must pay the cost of the defense, including the cost of any judgment or settlement. In the event of a lawsuit relating to your use of the Marks or Copyrighted Works, you must sign all documents that we require and do all things that we consider necessary to carry out the defense or prosecution, which may include becoming a nominal party to the action. Unless the action is the result of your use of the Marks or Copyright Marks in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for your associated costs.

We have the right to create new, modified, or replacement Marks, and to require you, at your expense, to use them in addition to, or in lieu of, any previously designated Marks.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents or registered copyrights material to the franchise, and there are no pending patent applications that are material to the franchise. However, we claim copyright protection in the Manual(s), the design elements of our marks, our product packaging and advertising and promotional materials, and the content and design of our web site and advertising materials, (collectively, the "Copyrighted Works").

There is no presently effective determination of the U.S. Copyright Office (Library of Congress) or any court affecting the Copyrighted Works. We have no obligation to protect any rights you have to use the Copyrighted Works. We have no actual knowledge of any infringements that could materially affect the ownership, use, or licensing of the Copyrighted Works.

Our affiliate, SS LLC, has granted us the right to use the copyrights and know how in connection with our franchising activities according to a written license agreement. Our agreement with SS LLC is perpetual unless otherwise terminated by SS LLC, which SS LLC may do at its discretion. There are no other agreements in effect, which significantly limit our right to use or license the copyrighted materials. We are not aware of any infringing uses, which could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights.

You and your employees must maintain the confidentiality of all information contained in the Manuals and other information that we consider confidential, proprietary, or trade secret information. Confidential Information means all trade secrets, and other elements of the System; all customer information; all information contained in the Manuals; proprietary recipes, and standards and specifications for product preparation, packaging, and service; financial information; marketing data; vendor and supplier information; all other knowledge, trade secrets, and/or know-how concerning the methods of operation of the Franchised Business, which may be communicated to you, or of which you may be apprised, by virtue of their operation under the terms of the Franchise Agreement, and/or all other information that we designate, (collectively, "Confidential Information"). You must implement any reasonable procedures we may adopt to protect our Confidential Information, including restrictions on disclosures to your employees and requiring employees who will have access to our Confidential Information to sign Employment Agreements containing non-disclosure and non-competition provisions.

You may not contest our exclusive ownership of any of our copyrights (including, but not limited to, the Copyrighted Works), trade secrets, recipes, processes, methods, procedures, formulae, techniques and other proprietary information to which we claim exclusive rights. You may not use any of the Copyrighted Works on the Internet without our written permission. This includes display of the Copyrighted Works on commercial websites, gaming websites, and social networking web sites (such as FACEBOOK, SNAPCHAT, INSTAGRAM, LINKEDIN, X, TIKTOK or YOUTUBE).

If you or your employees or owners develop any new concept, process, and/or improvement in the operation or promotion of your SOUPER SALAD Restaurant, you must promptly notify us and give us all necessary information about the new process and/or improvement, without compensation. You and your Owners agree that any of these concepts, processes and/or improvements will become our property, and we may use or disclose them to other franchisees, as we determine appropriate.

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

You must at all times maintain and exercise management control over the restaurant and its business except as may be otherwise approved in writing by us. We require that all franchisees be personally, actively engaged in managing the Franchised Business, however day-to-day operation of the outlet may be conducted through approved managers hired by you. The restaurant must at all times be under the on-site supervision of a manager who has successfully completed our training program for Managers. You are not required to obtain our prior approval of any Manager, but your management personnel must meet our qualifications and must have completed our required training and retraining prior to participating in the management of the Franchised Business.

Upon our request, you must require certain personnel who are actively involved in the management of the Franchised Business to enter into a confidentiality agreement in a form we prescribe.

If you are an absentee owner of a business with multiple franchised outlets, the day-to-day supervisory manager of the business must own no less than a 10% equity interest in the operation of such business. This requirement does not apply to the day-to-day supervisory managers at single sites.

If you wish to operate more than one franchise location, in addition to your obligation to employ management personnel to operate each location, you must further comply with standards and requirements we establish and from time-to-time revise for the supervision of multiple Souper Salad franchise locations. This will include, without limitation, employing multiple-unit supervisory personnel to ensure your consistent operational responsibility for all the locations that are operated by you or your affiliated franchisees, if applicable. Multiple-unit supervisors must meet our qualifications and must devote their full time and effort exclusively to supervising the operation of SOUPER SALAD-branded locations.

Each person (whether a corporation or business entity or natural person) owning a beneficial ownership in the franchise, whether directly or indirectly through a business entity or multiple business entities, must sign our Guaranty and Personal Undertaking identified in Attachment D-1 to the Franchise Agreement and Attachment D to the Area Development Agreement. Your Key Person, to the extent applicable, and any individual who attends our initial training program must sign a confidentiality and non-compete agreement substantially in the form attached as Attachment D-2 to the Franchise Agreement. The term “Owner” means each individual or entity holding a beneficial ownership in the franchisee. It includes all shareholders of a corporation, all members of a limited liability company, all general and limited partners of a limited partnership, and the grantor and the trustee of the trust. If any person required to sign a Guaranty and Personal Undertaking is a corporation or other business entity (that is, an entity other than a natural person), then its owners and parents will execute the Guaranty and Personal Undertaking; it being the intent of the parties that each entity in the chain of ownership, and each natural person holding a beneficial interest in the franchise, either directly or indirectly through business entities, will be considered an “Owner” under the Franchise Agreement and Area Development Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use the Restaurant solely for the operation of a SOUPER SALAD Restaurant and you must maintain sufficient inventories, adequately staff each shift with qualified employees and continuously operate the restaurant at its maximum capacity and efficiency for the minimum number of days and hours as we specify in the Manual or otherwise in writing.

You must maintain the franchise location and provide related services in the manner and in strict accordance with the standards that we prescribe in the Franchise Agreement, the Manual or otherwise. You must also comply with our reasonable requirements to protect the System and the franchise location from unreliable sources of supply and comply with our requirements as to the types of services and products that may be used, promoted or offered at the location. Menu items and other food and beverage products may be prepared only by properly trained personnel strictly according to our recipes, cooking techniques, and processes (if applicable).

You must offer and sell all menu items that we require, and only the menu items that we have approved. We may add, eliminate and change menu items periodically, and you must comply with all directives (which may require purchasing and installing additional equipment). At present, we require each franchisee to serve specific core menu items. As we further develop a standard menu, you will be required to serve standard menu items and will not be permitted to serve items that are not set forth in such standard menu except as may otherwise be approved in writing by us, in our sole discretion. We have the right to insert and delete products sold in the Restaurant, or other food products from the menus at any time, and you must promptly modify the menus to conform to all such revisions. There are no limits on our rights to make these changes. We may, on occasion, require you to test market products and/or services at your Restaurant. You must cooperate with us in conducting these test marketing programs and must comply with all rules and regulations that we establish. We may also add, eliminate, or modify the use of pre-approved vendors and manufacturers providing goods and services in our sole discretion.

Other than as approved by us in writing, you may not cobrand with any other brands. All sales must be for retail consumption only, and you may not engage in wholesale sales of any kind through any channels of distribution without our prior consent. You may not sell proprietary products through any means of distribution other than from the Franchised Business, unless we expressly authorize in writing.

When considering a request for menu variations, we will consider, among other things, local preferences and tastes, difficulty or ease of supply, existing kitchen facilities, and any other factors that may affect the ability of the licensees to deliver uniformly high quality food products. We reserve the right (in all cases except for pricing) to approve your menu and the content thereof. You will be restricted from any variations to the core menu for the first year of the franchise, and after that, you must not be in default and follow the defined procedure for special requests for menu variations.

Brand Standards also may regulate curb-side delivery, home and business delivery and catering services, including your obligation to deliver products to customers, to engage with third-party food ordering and delivery systems that we approve, and to ring up and account for delivery and catering charges not included in the price of products only in the manner we permit. You may not participate in such offerings without our prior written consent.

We have the right to establish maximum, minimum, or other retail pricing requirements to the fullest extent permitted by applicable law.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

These tables list certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Franchise Agreement

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1	The earlier of (a) 10 years after your Restaurant opens for business to the public, or (b) 11 years after the effective date of your Franchise Agreement.
b. Renewal or extension of the term	Section 2.2	If you are in good standing, you can renew your franchise for two additional consecutive five-year terms.
c. Requirements for Franchisee to renew or extend	Sections 2.2	If you want to exercise your renewal rights when the first initial term ends, the following conditions must be satisfied: you must notify us of your intent to renew; you are not in default of any material provision of this Agreement; you must have the right to

Provision	Section in Franchise Agreement	Summary
		remain in possession of your Restaurant premises or secured substitute premises; be current on all of your obligations to us; pay the renewal fee. You must sign our then-current form of Franchise Agreement, which may contain materially different than our current form of Franchise Agreement and may include higher, or different, fee calculations; you also must renovate/refurbish your Restaurant to comply with our then-current standards for a new franchisee; you must comply with our then-current qualifications and training requirements that apply to new franchisees; you and each of your Entity Owners must sign a general release, releasing us and our affiliates from all claims; and you must submit a walkthrough video of your Restaurant.
d. Termination by Franchisee	Section 13.6	Under the Franchise Agreement, you may terminate if we fail to cure a default within 60 days after receiving written notice.
e. Termination by Franchisor without cause	No provision	Not applicable
f. Termination by Franchisor with cause	Sections 13.1, 13.2, 13.3, 13.4, 13.5, and 13.7	We can terminate if you materially default under your Franchise Agreement, any other individual Franchise Agreement, or any Area Development Agreement (other than solely for your failure to meet your development obligation), or any other agreement between you or your Affiliates and us and our Affiliates. In the event of the death or permanent incapacity of an Entity Owner, we may terminate if you fail to adhere to the applicable transfer requirements.
g. "Cause" defined – curable defaults	Sections 13.3, 13.4 and 13.5	You have 10 days to cure non-payment of fees, failure to obtain or maintain insurance, and any violation concerning our Marks or Copyrighted Works and our products; 30 days to cure non-compliance with laws and defaults not listed in Section 13.2. and 13.3. You have six months to transfer the interest of an Entity Owner in the event of death or permanent incapacity.
h. "Cause" defined – non-curable defaults	Sections 13.1 and 13.2	Non curable defaults: bankruptcy; foreclosure; consent or appointment of receivership; institution of proceedings for a composition with creditors against you; unsatisfied final judgment; dissolution; execution of levy against your business or property; sale of your real or personal property of the franchised business after levy; insolvency; conviction of a felony; unapproved transfers; repeated defaults (even if cured); misrepresentations in acquiring your franchise/license; health or safety violations; knowingly understating your Gross Revenue; knowingly maintaining false books or records; trademark misuse; failure to successfully complete training; failure to acquire a site by the Control Date; failure to open the Restaurant by the Opening Date; abandonment of the Restaurant; failure to maintain the right to operate the Restaurant; violation of confidentiality and non-competition

Provision	Section in Franchise Agreement	Summary
		covenants; failure to comply with regard to Crisis Management Events; offering unauthorized products or services; purchase from unapproved suppliers; within any rolling 12-month period, failure to pass two or more quality assurance inspections, and/or participate in any advertising or marketing program. Termination of any other agreement between you or your Affiliates and us and our Affiliates (including any Franchise Agreement between your Affiliate and us) provides grounds for immediate termination.
i. Franchisee's obligations on termination/nonrenewal	Section 14	You must cease use of our trademarks, de-identify, pay all amounts due to us (including late charges and interest), and return the Manuals to us. We may, at our option, assume all telephone numbers for the Restaurant. We may, at our option, assume your lease and purchase certain Restaurant assets. You must, at our option, cancel or assign to us your rights to any Internet websites, webpages, and/or e-mail addresses that contain our Marks. See also "r." below. If the Franchise Agreement terminates because you have closed the Restaurant, or because of your material default, you must pay us liquidated damages calculated through the end of the franchise term.
j. Assignment of contract by Franchisor	Section 12.1	No restriction on our right to assign.
k. "Transfer" by Franchisee – definition	Sections 12.2, 12.3, and 12.4	Includes transfer of the Franchise Agreement or change in ownership of the entity that owns it.
l. Franchisor approval of transfer by Franchisee	Section 12.22.2, 12.3. and 12.4	Transfers require our prior written consent, which will not be unreasonably withheld. However, transfers that do not result in a change of control of the franchise entity may, subject to certain conditions described in the Franchise Agreement, be completed without our prior written consent.
m. Conditions for Franchisor approval of transfer	Section 12.4	First, you must offer us the right to match any third-party offer, as described in (n), below. You must have satisfied all of your obligations to us and be in compliance with Franchise Agreement and all other agreements. Your transferee must meet our qualifications and must complete training. Your transferee must sign our then-current form of Franchise Agreement, which will be modified to reflect that no initial franchise fee is due, and that the term will be the remaining term left on your Franchise Agreement. You also must pay us a transfer fee and, if applicable, our related expenses. As a condition to transfer, we may require that the Restaurant be refurbished or modernized.

Provision	Section in Franchise Agreement	Summary
		You and each of your Owners must sign a general release, releasing us and our Affiliates from all claims, and, at our option, sign our standard form of Guaranty and Personal Undertaking.
n. Franchisor's right of first refusal to acquire Franchisee's business	Section 12.8	We can match any offer for your business.
o. Franchisor's option to purchase Franchisee's business	Section 14.4	We have the option to purchase some or all of your equipment, furnishings, and fixtures on expiration or termination of your Franchise Agreement, at their then-current fair market value.
p. Death or disability of Franchisee	Section 12.9	Same requirements as for transfer in "m." above, except there is no transfer fee, and we do not have right of first refusal. If your interest is not transferred within six months following your (or a major member, partner, or shareholder's) death or legal incapacity, your Franchise Agreement may be terminated.
q. Non-competition covenants during the term of the franchise	Section 15.1	Neither you, nor your Entity Owners, may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with, any business operating, or granting franchises or licenses to others to operate, a restaurant or any substantially similar food service business in which sales of salads, soups and sandwiches (other than in the latter case hamburgers, hot dogs and similar specialty sandwiches) represent 30% or more of the business's gross sales, measured on a weekly basis (a "Competitive Business") at any location within the U.S., its territories or commonwealths, or any other country, province, state, or geographic area in which we, or our Affiliates, have used, sought registration of, or registered the Marks, or similar marks, or operate or license others to operate a business under the Marks, or similar marks; no diversion of any present or prospective customer of ours to a competitor.
r. Non-competition covenants after the franchise is terminated or expires	Section 15.2	Neither you, nor your Entity Owners, may own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in a Competitive Business at your former Restaurant location, or within a five mile radius of, your former Restaurant, or within a five mile radius of any other SOUPER SALAD Restaurant for a period of two years following expiration, termination, or transfer.
s. Modification of the agreement	Sections 18.1 and 18.2	Must be in writing and signed by all parties.
t. Integration/ merger clause	Sections 18.1 and 18.2	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside of the disclosure document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement, or any other related written agreement, is intended to disclaim representations made in the disclosure document.

Provision	Section in Franchise Agreement	Summary
u. Dispute resolution by arbitration or mediation	Section 19.2	Claims, controversies, or disputes from, or relating to the Franchise Agreement, must be mediated, except for actions seeking injunctive relief, and actions we bring which are related to or based on our Marks or Confidential Information.
v. Choice of forum	Sections 19.2 and 19.3	Mediation at the AAA offices in the city in which we maintain our principal business address, current Dallas, Texas. Venue for any other proceeding is exclusively the courts located in the county in which we maintain our principal business address, currently Dallas County, State of Texas (subject to applicable state law).
w. Choice of law	Section 19.1	Subject to applicable state law, the Franchise Agreement is to be interpreted and construed under Texas law (without giving effect to any conflict of laws) except that any law regulating the offer or sale of franchises, business opportunities or similar interests, or governing the relationship between us and you will not apply, unless its jurisdictional requirements are met independently.

Area Development Agreement

Provision	Section in Area Development Agreement	Summary
a. Length of the Agreement term	Section 4.1	The period beginning on the effective date and ending on the earlier of: (i) the date on which you have completed your development obligations, or (ii) 12:00 midnight CST on the last day specified in the development schedule set forth in the Summary Pages of the Area Development Agreement.
b. Renewal or extension of the term	Section 4.2 and 7.2	
c. Requirements for Developer to renew or extend	Section 7.2	If you want to exercise additional development obligations when the first initial term ends, the following conditions must be satisfied: You and each Affiliate have fully performed all obligations according to the terms of the original Agreement; you and each affiliate satisfy our then-current financial obligations for developers and Owners; you have met all obligations under each existing Franchise Agreement; you have not been in default during the preceding rolling 12 months of any monetary obligation; you met your original development obligations and continue to operate the aggregate number of restaurants required by the development schedule; you have executed our then-current form of development agreement which may contain different terms or higher fees than your original agreement; you and each Owner

Provision	Section in Area Development Agreement	Summary
		have signed a general release; and you have paid the renewal fee.
d. Termination by Developer	Section 9.4	You may terminate if we are in default and fail to cure within 30 days after written notice thereof, or a reasonable time, not to exceed 60 days, if the default cannot be reasonably cured within 30 days.
e. Termination by Franchisor without cause	No provision	Not applicable.
f. Termination by Franchisor with "cause"	Sections 9.1 and 9.2	We can terminate if you default under your Area Development Agreement, an individual Franchise Agreement, or any other agreement between you and us or our Affiliates.
g. "Cause" defined - curable defaults	Sections 9.1 and 9.2	You have 10 days to cure a failure to pay fees. You have 30 days to cure any other default (subject to my notice and cure provisions under other agreements) other than those listed in "h" below, or (with respect to other defaults under the Area Development Agreement) a reasonable period of time, not to exceed 60 days, if the default cannot be reasonably cured within 30 days.
h. "Cause" defined – non-curable defaults	Sections 9.1 and 9.2	Insolvency; unapproved transfers; misstatements and other adverse developments; unauthorized use of our Marks after notice or Confidential Information; failure to meet your minimum development obligations; any breach relating to unfair competition described in Section 3.1.
i. Developer's obligation on termination/non-renewal	Section 4.2 and Article 10	You will have no further right to develop or operate additional Restaurants which are not, at the time of termination, the subject of a then existing Franchise Agreement between you and us. Provided the event causing termination is not also a default under your existing Franchise Agreements, you may continue to own and operate all Restaurants pursuant to the then-existing Franchise Agreements.
j. Assignment of contract by Franchisor	Section 8.1	No restrictions on our right to assign.
k. "Transfer" by Developer – defined	Sections 8.2, 8.3 and 8.4	Includes transfer of the Area Development Agreement, changes in ownership of the entity that is a party to the agreement, and transfers of assets. No shares of a Developer that is a Business Entity may be offered for sale through the public offering of securities. Shares may be offered by private offering with our prior written consent.
l. Franchisor approval of transfer by Developer	Section 8.4	Transfers require our prior written consent, which may be withheld for any reason, in our sole subjective judgment.

Provision	Section in Area Development Agreement	Summary
		However, transfers that do not result in a change of control may, subject to certain conditions described in the Area Development Agreement, be completed without our prior written consent.
m. Conditions for Franchisor approval of transfer	Sections 8.4 and 8.5	You may not transfer any Franchise Agreement signed under the Area Development Agreement, except with our written consent, and a simultaneous assignment of the Area Development Agreement and all of the Franchise Agreements signed under the Area Development Agreement to the same assignee. You must have satisfied all of your obligations to us, and be in compliance with the Area Development Agreement and all other agreements. Your transferee must meet our qualifications, and must complete training. Your transferee must sign our then-current Area Development Agreement, which may include different percentage royalty fees and advertising obligations, and the term will be the remaining term left on your Area Development Agreement. As a condition to transfer, we may require that the Restaurant be refurbished or modernized. You must pay the applicable transfer fee, and, if applicable, our related expenses, and sign a general release, and, at our option, sign our standard form of Guaranty and Personal Undertaking.
n. Franchisor's right of first refusal to acquire Developer's business	Section 8.9	We may match any bona fide offer to purchase your business.
o. Franchisor's option to purchase Developer's business	No provision	Not applicable.
p. Death or disability of Developer	Section 8.10	Same requirements as for a transfer in "m." above. If your interest is not transferred within six months following your (or a major member's, partner's, or shareholder's) death or legal incapacity, your Area Development Agreement may be terminated.
q. Non-competition covenants during the term of the Agreement	Section 3.1	No interest in or services for a Competitive Business.
r. Non-competition covenants after the Agreement is terminated or expires	Sections 3.2	No interest in or services in a Competitive Business within your Development Area and/or the metropolitan area in which your restaurant(s) is located, or within five miles of a franchised or company-owned Restaurant, for three years.

Provision	Section in Area Development Agreement	Summary
s. Modification of the Agreement	Sections 14.1. and 14.2	Subject to automatic modification to conform to mandatory provisions of applicable law. Other modifications require mutual consent.
t. Integration/merger clause	Section 14.1	Only the terms of the Area Development Agreement are binding (subject to state franchise law). Any other promises may be unenforceable, except for representations made in the disclosure document.
u. Dispute resolution by arbitration or mediation	Article 15	Claims, controversies or disputes from or relating to the Area Development Agreement must be mediated, except for actions seeking injunctive relief and actions we bring which are related to or based on our Marks or Confidential Information.
v. Choice of forum	Section 15.4	Mediation at the AAA offices in the city in which we maintain our principal business address, current Dallas, Texas. Venue for any other proceeding is exclusively the courts located in the county in which we maintain our principal business address, currently Dallas County, State of Texas (subject to applicable state law).
w. Choice of law	Section 15.1	Subject to applicable state law, the Area Development Agreement is to be interpreted and construed under Texas law (without giving effect to any conflict of laws) except that any law regulating the offer or sale of franchises, business opportunities or similar interests or governing the relationship between us and you will not apply unless its jurisdictional requirements are met independently.

Applicable state law may require additional disclosures related to the information in this disclosure document. These additional disclosures appear in the State Specific Addenda attached to this disclosure document, to the extent applicable.

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC 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.

As of December 28, 2025, there were 3 franchised SOUPER SALAD Restaurants operating in the United States. The

chart reflects historical sales information concerning the 3 Restaurants for the time period commencing as of December 30, 2024 and ending December 28, 2025.

HISTORICAL SALES INFORMATION FOR THE 3 RESTAURANTS IN OPERATION BETWEEN DECEMBER 30, 2024 AND DECEMBER 28, 2025 (from highest to lowest)		
\$1,740,144	\$1,545,820	\$1,021,785

Notes:

- Note 1. The Restaurants reflected in the chart above are all located in Texas.
- Note 2. The above information reflects sales information only and excludes any costs and expenses; therefore, you can draw no inferences with respect to a Restaurant's profitability.
- Note 3. The figures reflected in the chart above were compiled from unaudited information reported to us by our franchisees. We have not independently verified any of the sales information upon which this financial performance representation is based.
- Note 4. Restaurant sales are affected by a number of factors including local demographics (including daytime and residential population and income levels), site characteristics (*i.e.*, visibility, traffic count, ease of ingress and egress, parking availability), seasonality (particularly in colder climate), local competition, brand and product awareness in the geographic area in which the Restaurant is located, and your individual marketing efforts. Sales also may be affected by other factors such as weather events and road construction affecting traffic patterns.

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

Some outlets have sold this amount. There is no assurance you'll do as well. If you rely upon these figures, you must accept the risk of not doing well.

The financial performance representations figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the Gross Revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your SOUPER SALAD Restaurant. Franchisees, or former franchisees, listed in this disclosure document, may be one source of this information.

Except for the information presented above, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised Restaurants. 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 SOUPER SALAD Restaurant, however, we may provide you with the actual records of that Restaurant. If you receive any other financial performance information or projections of future income, you should report it to the franchisor's management by contacting Sherif Mityas, Chief Executive Officer, Souper Salad FC, LLC, 14860 Montfort Drive, Suite 150 PMB 34, Dallas, Texas 75254, or 214-302-5932; the Federal Trade Commission; and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
Systemwide Outlet Summary
For Years 2023-2025¹

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	3	3	0
	2024	3	3	0
	2025	3	3	0
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	3	3	0
	2024	3	3	0
	2025	3	3	0

Note 1. Our fiscal year-end is established as the last Sunday of the year. Therefore, all 2025 numbers are as of December 28, 2025, all 2024 numbers are as of December 29, 2024, and all 2023 numbers are as of December 31, 2023.

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
For Years 2023-2025¹

State	Year	Number of Transfers
Texas	2023	0
	2024	0
	2025	0
All States Total	2023	0
	2024	0
	2025	0

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
For Years 2023-2025¹

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets At End Of Year
Texas	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets At End Of Year
	2025	3	0	0	0	0	0	3
Totals	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3

Note 1. Our fiscal year-end is established as the last Sunday of the year. Therefore, all 2025 numbers are as of December 28, 2025, all 2024 numbers are as of December 29, 2024, and all 2023 numbers are as of December 31, 2023.

TABLE No. 4
STATUS OF COMPANY-OWNED OUTLETS
For Years 2023-2025¹

State	Year	Outlets Operating at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets Operating At End of Year
All State Totals	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

TABLE No. 5
PROJECTED OPENINGS
AS OF DECEMBER 28, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Texas	0	1	0
TOTALS	0	1	0

See [Exhibit F](#) for a list of our franchisees, including the addresses and telephone numbers of all of their Restaurants as of December 28, 2025. See [Exhibit F](#) also for a list of the name, city and state, and current business telephone number, or if unknown, the last home telephone number of each franchisee who has had a franchise agreement terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased doing business under the franchise agreement during our fiscal year ended December 28, 2025, or who has not communicated with us within the ten-week period prior to the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

There are no franchisee organizations sponsored or endorsed by us, and no independent franchisee organizations have asked to be included in this disclosure document.

ITEM 21 FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit E are our:

- (a) Audited balance sheet as of December 28, 2025, and the related statements of income, changes in members equity (deficit), and cash follows for the years then ended; and
- (b) Audited balance sheet as of December 29, 2024, December 31, 2023 and January 1, 2023 and the related statements of operations, changes in members equity, and cash follows for the years then ended

ITEM 22 CONTRACTS

Attached as Exhibit A is our current form of Franchise Agreement with all Attachments.

Attached as Exhibit B is our current form of Area Development Agreement with all Attachments.

Attached as Exhibit C is our current form of General Release.

ITEM 23 RECEIPTS

Two copies of a receipt of this disclosure document appear as Exhibit I. Please return one copy to us and retain the other for your records

STATE SPECIFIC ADDENDA

FOR THE STATE OF SOUTH DAKOTA

The “Summary” section in Item 17(q) (Non-competition covenants during the term of the franchise) and Item 17(r) (Non-competition covenants after the franchise is terminated or expires) are amended by the following language:

Covenants not to compete upon termination or expiration of a franchise are generally unenforceable in South Dakota, except in certain instances as provided by law.

EXHIBIT A
SOUPER SALAD FC, LLC
FRANCHISE AGREEMENT

**SOUPER SALAD FC, LLC
FRANCHISE AGREEMENT
SUMMARY PAGES**

EFFECTIVE DATE: _____

FRANCHISEE(S): _____

ADDRESS FOR NOTICES: _____

TELEPHONE NUMBER: _____

FACSIMILE NUMBER: _____

E-MAIL ADDRESS: _____

SITE SELECTION AREA: _____

FRANCHISE LOCATION: _____

DEVELOPMENT STATUS: ☐ New Restaurant
☐ Transfer of Existing Restaurant

INITIAL FRANCHISE FEE: ☐ \$30,000
☐ \$15,000 Discounted [veteran or first responder's program]
☐ \$15,000 Discounted [2nd or additional Restaurant pursuant to Area Development Agreement]

NEW RESTAURANT MARKETING

PLAN FEE: ☐ \$10,000 payable at the earlier of the date you sign the lease for the Restaurant or the Control Date listed below

MARKETING ALLOCATION: 3% of Gross Revenue

ROYALTY FEE: 5% of Gross Revenue

SITE SELECTION FEE: ☐ \$3,500 payable on execution of this Agreement

PROJECT MANAGEMENT FEE: ☐ \$3,500 payable on execution of this Agreement

DESIGN & CONSTRUCTION FEE: ☐ \$3,000 payable on execution of this Agreement

RENEWAL FEE: 25% of the then current initial franchise fee

Franchisor Initial

Franchisee Initial

TRANSFER FEE: \$1,500 (Convenience of Ownership, refer to Section 12.2.)
\$2,500 (Non-controlling Interest, refer to Section 12.3.)
50% of the then current Initial Franchise Fee (Transfer of Agreement, Franchised Business, and/or Controlling Interest refer to Sections 12.3. and 12.4.), plus our related expenses

EXTENDED TERM FEE: Refer to Section 12.4.7.

CONTROL DATE: _____

OPENING DATE: _____

SCHEDULED

EXPIRATION DATE:

- ☐ On the 10th anniversary of the Restaurant opening, but no later than 11 years from the Effective Date
- ☐ Transfer of Existing Restaurant: See amendment for Scheduled Expiration Date
- ☐ Renewal of Restaurant: See amendment for Scheduled Expiration Date

FRANCHISOR'S

ADDRESS FOR NOTICES:

Souper Salad FC, LLC
14860 Montfort Drive, Suite 150 PMB 34
Dallas, Texas 75254
Fax: 214-329-1215
Attention: President
cc: Chief Legal Counsel

Franchisor Initial

SOUPER SALAD®
Franchise Agreement | 2026

Franchisee Initial

**SOUPER SALAD
FRANCHISE AGREEMENT
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<u>Attachment A</u>	Glossary of Additional Terms
<u>Attachment B</u>	The Franchised Location, Opening Date, and Protected Area
<u>Attachment C</u>	Entity Information
<u>Attachment D-1</u>	Guaranty and Personal Undertaking
<u>Attachment D-2</u>	Confidentiality and Non-Competition Agreement
<u>Attachment E</u>	ACH Authorization
<u>Attachment F</u>	Lease Addendum
<u>Attachment G</u>	Franchisee Questionnaire
<u>Attachment H</u>	Early Franchise Incentive Program Royalty Fee Reduction Amendment, if applicable
<u>Attachment I</u>	Collateral Lease Assignment and Conditional Bill of Sale; Power of Attorney

STATE-SPECIFIC AMENDMENTS

SOUPER SALAD FC, LLC FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this “**Agreement**”) is made and entered into as of the Effective Date reflected in the Summary Pages (the “**Effective Date**”) by and between Souper Salad FC, LLC, a Texas limited liability company, with its principal office in Plano, Texas (“**SSFC**” or “**we**” or by similar terms), and the franchisee identified in the Summary Pages (“**you**”). Terms initially capitalized but not otherwise defined will have the meaning ascribed on Attachment A, Glossary of Additional Terms.

A. SSFC has acquired the license to use and to sublicense the use of the System and the System Standards used in the operation of SOUPER SALAD Restaurants that feature an all-you-can-eat buffet of fresh-cut salads, handcrafted soups, breads, desserts and beverages. (the “**System**”).

B. The distinguishing characteristics of the System include, without limitation, products, recipes and menu items, which incorporate SSFC’s trade secrets and proprietary information (the “**Proprietary Products**”), distinctive exterior and interior design, decor, color scheme, fixtures, and furnishings; standards and specifications for products and supplies; service standards; uniform standards, specifications, and procedures for operations; procedures for inventory and management control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by SSFC from time to time.

C. The System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited, to the mark “**SOUPER SALAD**” and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by SSFC in writing for use in connection with the System (the “**Marks**”) (as more fully defined on Attachment A).

D. You have applied to SSFC for a franchise to operate a Restaurant under the System and Marks (the “**Franchised Business**”) and SSFC has approved your application and desires to grant you such franchise, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration for the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT

1.1. Grant. Subject to the provisions of this Agreement, SSFC grants to you the right (“**Franchise**”) to continuously operate a SOUPER SALAD Restaurant at the Franchise Location identified (or to be identified) in the Summary Pages and Attachment B, and to use the Marks in the operation and promotion of the Franchised Business. You hereby undertake the obligation and agree to continuously operate the Restaurant at the Franchise Location during the term hereof, strictly according to the terms and conditions of this Agreement. This Agreement specifically grants you no right, among others, to **(a)** sublicense the use of the System or Marks, **(b)** to co-brand with another concept, **(c)** to provide on-site catering services (such as from a cart or kiosk) without SSFC’s prior written consent, **(d)** to deliver or ship SOUPER SALAD products, regardless of the destination, without SSFC’s prior written consent (if we grant consent, you must provide such delivery services in accordance with the policies and procedures in the Manual), or **(e)** to distribute SOUPER SALAD products through wholesale channels, such as supermarkets, convenience Restaurants or other retailers, or through food service providers such as restaurants or airlines through in-flight services.

1.1.1. Authorized Menu Items, Products and Services. In operating the Restaurant, you may offer for sale only those menu items, products and services that we approve for sale at the Restaurant. The Manual describes the authorized menu items, and the recipes and techniques for preparing, serving, and handling such menu items. Authorized menu items, products, and services may vary among SOUPER SALAD Restaurants; you may offer only the menu items, products, and services that we authorize for your Restaurant.

1.2. Protected Area. This Agreement grants you a “Protected Area” identified in Attachment B. During the term of this Agreement, SSFC will not own or operate, or grant anyone else the right to operate a SOUPER SALAD Restaurant in the Protected Area, except **(a)** for sales in “Closed Markets” (which are carved out from territorial protection, as described in Attachment B), and **(b)** if SSFC purchases, merges, acquires, or affiliates with another business, SSFC

may continue to operate, franchise, or license the acquired business anywhere, including in the Protected Area, under the Marks or a different trademark, pursuant to Section 12.1. SSFC reserves to itself all other rights not expressly granted to you under this Agreement.

1.3. Non-Exclusive License for Licensed Programs or Products. You may also have the right or be obligated, periodically, to offer certain programs or products comprised of proprietary formulas or recipes, and/or identified by proprietary trademarks or service marks, licensed to SSFC by an SSFC-Affiliate or third party on a non-exclusive basis (“**Licensed Programs or Products**”). SSFC will not license anyone else the right to offer or sell Licensed Programs or Products in your Protected Area, but there are no restrictions on where SSFC-Affiliates and/or third parties may offer or sell them. You acknowledge that such offering by a non-SOUPER SALAD Restaurant in or near your Protected Area is not a violation of this Agreement.

1.4. Reservation of Rights. Except for the restrictions described in Section 1.2, there is no restriction on SSFC’s right to use and to license use of the Marks. SSFC may own and operate and grant others the right to own and operate SOUPER SALAD Restaurants and may sell and license others the right to sell products identified by the Marks anywhere outside the Protected Area, regardless of proximity to or economic effect on the Restaurant. SSFC also may own and operate, and grant others the right to own and operate, SOUPER SALAD Restaurants, and may sell and license others the right to sell products identified by the Marks in “Closed Markets” within the Protected Area. SSFC also may distribute products and services identified by the Marks, through alternative channels of distribution including grocery stores, supermarkets, convenience stores, restaurants, virtual kitchens, ghost kitchens, and via mail order, catalog sales, third-party delivery systems, and/or the Internet. The parties acknowledge and agree that SSFC may operate, and/or license the right to third parties to operate, virtual kitchens, ghost kitchens, and/or virtual sales platforms on third party delivery services, including but not limited to Door Dash, Uber Eats, Grub Hub and Postmates, using the SOUPER SALAD trademarks or service marks, which may operate and deliver in your Protected Area. Further, you acknowledge that third party delivery service providers will determine a delivery zone around your Restaurant. Your Restaurant may be promoted in that delivery zone by the third-party delivery service provider (but not necessarily by us). We do not control the territory boundaries established by any third-party delivery services provider. In certain rare circumstances, your delivery zone may overlap the delivery zone of another Restaurant and/or the delivery zone of another Restaurant may encroach your Protected Area. Neither the existence of any overlap or encroachment by a third-party delivery service provider, nor our allowing this overlap or encroachment to persist, is considered a breach of your territory rights under this Agreement.

1.5. Right to Operate Businesses Under Different Marks. Nothing in this Agreement prohibits or restricts SSFC from **(a)** owning, acquiring, establishing, operating, or granting franchise rights for one or more other businesses under a different trademark or service mark (*i.e.*, a mark other than SOUPER SALAD®), whether or not the business is the same as or competitive with SOUPER SALAD Restaurants, or **(b)** owning, operating, or franchising one or more businesses offering products or services other than salads, soups, and related items under the name SOUPER SALAD or some derivative of the Marks.

2. TERM

2.1. Term. Unless sooner terminated as provided in this Agreement, the term of this Agreement begins on the Effective Date and expires on the Scheduled Expiration Date described in the Summary Pages, regardless of the date on which the Restaurant opens to the public for business.

2.2. Successor Terms. You may renew your franchise rights for two consecutive five-year terms if, at the end of each term, each of the following conditions has been satisfied: **(a)** you have notified SSFC of your intent to renew the franchise at least twelve (12) months (but no more than twenty-four (24) months) before the then-current term has expired; **(b)** you are not in default of any material provision of this Agreement or any successor franchise agreement (as applicable), and you have complied with the material terms and conditions of this Agreement or any successor franchise agreement (as applicable) throughout the term; **(c)** all amounts owed to SSFC and its Affiliates and third party suppliers and your creditors have been paid; **(d)** at our request, you refurbish, remodel, redecorate, and renovate the Restaurant prior to the commencement of the successor franchise term to meet our then-current System Standards; **(e)** you have the right to remain in possession of the Restaurant premises, or have secured substitute premises that

SSFC has approved; **(f)** you meet SSFC's then-current qualifications for new franchisees; **(g)** you and each person who has guaranteed your obligations under this Agreement signs a general release in a form SSFC prescribes; **(h)** you pay to SSFC the Renewal Fee; and **(i)** you submit to SSFC a walkthrough video of your Restaurant evidencing all items reasonably requested by SSFC, including without limitation, the storefront of the Restaurant, all exterior and interior signage, the interior of the Restaurant (including the entrance, kitchen, serving and food preparation areas, the restroom, seating areas, and any additional areas), equipment, fixtures, furnishings, artwork and graphics, menu boards, accessories and licenses. The following provisions will govern renewal:

2.2.1. No later than sixty (60) days prior to expiration of the current term, SSFC will deliver to you its Franchise Disclosure Document containing a copy of its then-current franchise agreement. This is the form of franchise agreement that will govern the successor term. It may be materially different than this Agreement, and may include, among other things, different or higher fees. This form of agreement will be modified to reflect payment of the Renewal Fee reflected in the Summary Pages of this Agreement in lieu of the initial franchise fee, and to reflect a five-year term. SSFC also will deliver to you a general release to be signed by you and each person who has personally guaranteed your obligations under this Agreement.

2.2.2. No later than thirty (30) days prior to the expiration of the current term, you must sign and return to us **(a)** the executed franchise agreement and all personal guaranties required under the franchise agreement, **(b)** payment of the Renewal Fee, **(c)** the executed general release, **(d)** proof that you have the right to remain in possession of the Restaurant premises for the successor term, **(e)** proof you are in compliance with SSFC's then-current training requirements; and **(f)** proof of payment of any amounts you owe to SSFC, its Affiliates, and your trade creditors.

2.2.3. The foregoing terms, conditions and procedures apply to each five-year successor term. SSFC may extend any of the foregoing deadlines in its sole discretion.

2.2.4. Holdover Fee. In the event you continue operating the Franchised Business following the natural expiration of this Agreement, such arrangement will be considered an extension of this Agreement; provided that the Royalty and Brand Development Fund Contribution fees will be equal to 150% of the rates described in the Summary Pages. In addition, your Owners shall indemnify SSFC in the event that such operation causes any cost, expense, liability or damage to you or SSFC. The inclusion of this Section 2.2.4. shall not be construed as SSFC's permission for you to continue operations after the natural expiration of this Agreement.

3. SITE SELECTION, CONSTRUCTION; RESTAURANT LOCATION

3.1. Site Selection. You shall pay the Site Selection Fee upon execution of this Agreement, and must identify and acquire a site for the Restaurant by the Control Date specified in the Summary Pages. The site must be located within the Site Selection Area identified in the Summary Pages, must meet SSFC's then-current site selection criteria, and must otherwise be mutually acceptable to you and to SSFC. SSFC requires you to use the services of an internal development management team or its designated tenant representative consulting firm, you shall work with the consultant/broker and to pay the Site Selection Fee in the amount set forth in the Summary Pages (which SSFC may impose and collect on the firm's behalf). Ultimately, site selection is solely your responsibility.

3.2. Franchise Site Application. For each proposed site that you identify, you must deliver to SSFC a completed franchise site application in a form SSFC prescribes, including such information about the site as SSFC may reasonably request to perform its evaluation. This information may include, among other things, a description of the proposed site, demographic characteristics, traffic patterns, parking, character of the neighborhood, competition from other businesses in the area, the proximity to other businesses, the nature of other businesses in proximity to the site, and other commercial characteristics (including the purchase price, rental obligations, and other lease terms for the proposed site) and the size, appearance, other physical characteristics, and a site plan of the premises. SSFC will approve or reject a proposed site within thirty (30) days after the receipt of these documents and any additional information as SSFC may reasonably require. SSFC's failure to provide notification within this time period shall not be considered either approval or disapproval. **The parties acknowledge and agree that SSFC's site approval is not an assurance that the Restaurant will achieve a certain sales volume or level of profitability; it means only that the proposed site meets SSFC's minimum criteria for SOUPER SALAD Restaurants.**

3.3. Lease. If you occupy the Franchised Location under a lease with a third-party landlord, SSFC has the right to approve the lease terms, and the lease shall not be signed until it has been reviewed and approved by SSFC. **The parties acknowledge and agree that SSFC's approval of a lease does not mean that the economic terms of the lease are favorable; it means only that the lease contains the lease terms that SSFC requires.** The lease also must contain the terms reflected in Attachment F, including SSFC's option to assume the lease in the event of expiration or termination of this Agreement. The lease must be completed on or before the Control Date. The provisions of this Section 3.3 shall apply to any and all amendments to such lease and any and all subsequent leases and lease renewal agreements. You shall provide to SSFC a fully executed copy of all leases and amendments, if any, within ten (10) days after its execution. The Lease Addendum includes important provisions that protect SSFC's interests. If your landlord refuses to sign the Lease Addendum in the form attached to this Agreement, we may reject your proposed location. You must also sign a Collateral Lease Assignment that is Attachment I to this Agreement whereby you agree to assign your rights to the lease to us in the event of a termination or expiration of the term of the Franchise Agreement or a default under the lease.

3.4. Restaurant Design and Build Out.

3.4.1. Plans and Specifications. You are responsible for constructing and developing the Restaurant. You must construct the Restaurant using a contractor approved by us, acting reasonably, following System procedures, as set forth in the Manual or otherwise, and diligently complete the construction of the Restaurant on the Premises in a good and workmanlike manner. If we require you to use the services of an internal development management team or its designated tenant representative consulting firm in connection with space planning and construction coordination assistance, you shall work with the consultant/broker and pay the Project Management Fee in the amount set forth in the Summary Pages (which we may impose and collect on the firm's behalf).

(a) We will furnish you Plans for a Restaurant. You must comply with the Plans. The Plans are not construction plans. You agree to have prepared all required construction plans and specifications based on the Plans to suit the shape and dimensions of the Premises and to ensure that the plans and specifications comply with applicable ordinances, building codes and permit requirements and with lease requirements and restrictions.

(b) You must hire an architect or engineer to engage in local code review and you will be responsible for all permitting and code compliance, including the submission of stamped construction plans acceptable for permit filings. We may require you to use our designated architect. You agree to submit construction plans and specifications to us for our approval before you begin construction of the Restaurant, including any revisions to your plans and specifications. Upon completion of construction, you also agree to provide us with a set of "as built" plans and specifications.

(i) If you elect not to engage our recommended architect for the design and construction of your Restaurant, you will pay us a Design and Construction Fee of \$3,000 ("**Design and Construction Fee**"). If you engage our recommended architect for the design and construction of your Restaurant, then you will not be required to pay the Design and Construction Fee as these services will be included in your costs for such architect services. In consideration for this payment, our recommended service provider will provide you and your architect limited oversight to ensure Souper Salad brand standards, functional adjacencies and material equivalencies are maintained by your architect during the design and construction process which may include, without limitation, reviewing the overall floor plan for operational flow, adjacencies, circulation, service lines, pick-up/to-go areas, POS placement, and compliance with brand standards, and material and finish proposed substitutions for aesthetics, durability, cleanability and equivalency to brand standards. Unless you are engaging our recommended architect for the design and construction of your Restaurant, our recommended architect will not be the architect of record and does not assume code, life-safety, structural, mechanical, electrical and plumbing engineering (MEP) or permitting liability. For clarity, the Design and Construction Fee does not include or cover any costs associated with the creation of drawings or rendering, code analysis, ADA verification, permit set reviews, engineering coordination, landlord negotiations, responding to plan reviewer comments, value engineering beyond the substitution matrix, site surveys and/or field/site visits. The Design and Construction Fee is nonrefundable upon payment. We will collect the Design and Construction Fee on behalf of our internal development management team or our recommended service provider.

(c) You are solely responsible for obtaining all government approvals, zoning classifications, permits, and clearances related to the Restaurant, and for complying with applicable requirements of the Americans with Disabilities Act. During construction, you must maintain general liability and property damage insurance of the type and with the limits we require, protecting you, us, our parent company, our Affiliates, and each company's respective subsidiaries, partners, members, shareholders, officers, directors, regional directors, agents, employees, successors and assigns, (collectively, "SSFC Insureds"). Such policy or policies shall be written by a responsible insurer or insurers acceptable to us and shall contain a waiver of subrogation in favor of us and the SSFC Insureds. You shall notify us in writing when construction begins, and thereafter shall provide a monthly progress report. We and our designees have the right to inspect the site at all reasonable times.

(d) You acknowledge and agree that you assume all risk relating to the construction and development of the Restaurant.

3.4.2. Development Obligations. You agree to do each of the following relating to the development, construction and operation of the Restaurant:

- a) Secure all financing required for the Restaurant;
- b) Obtain all required permits and licenses required;
- c) Construct all required improvements to the premises and decorate the Restaurant in compliance with the Plans and any changes thereto that we approve;
- d) Purchase and install all fixtures, furnishings, equipment and signs required for the Restaurant in accordance with Section 3.4.3. below; and
- e) Purchase an opening product and soft goods inventory package of Restaurant, materials and supplies.

3.4.3 Fixtures, Furnishings, Equipment and Signs. You agree to use only the fixtures, furnishings, equipment and signs that we have approved for Restaurants as meeting our specifications and standards in the Manual. You agree to place or display at the premises (interior and exterior) only the signs, emblems, lettering, logos and display materials that we approve in writing. You agree that all fixtures, furnishings and equipment used in connection with the operation of the Restaurant will be free and clear of all liens, claims and encumbrances, except for liens, claims or encumbrances asserted by us and except for third party purchase money security interests.

3.5. Opening.

3.5.1. When a site is identified, the Parties will mutually agree on an opening date ("**Opening Date**"), that is no later than one hundred eighty (180) days from the date you take possession of the site, and will be reflected on Attachment B. You must open the Restaurant for business on or before the Opening Date.

3.5.2. You may open the Restaurant for business only with prior written permission of SSFC.

3.5.3. SSFC will grant permission to open only if (a) all amounts due SSFC under this Agreement have been paid, (b) the Restaurant has been constructed and equipped according to SSFC's standards and specifications, (c) all of your pre-opening and training obligations have been satisfied, (d) SSFC has received from you a signed ACH Authorization (Attachment E) by no later than the Control Date, (e) SSFC has received from you a fully executed copy of your Restaurant lease containing the mandatory lease terms described in Attachment E, unless otherwise agreed by SSFC in writing, (f) SSFC has received from you certificates of insurance as required by Article 11 and evidence of payment of premiums, and (g) you are otherwise in good standing under this Agreement.

3.6. Relocation. You may relocate the Restaurant only with SSFC's prior written consent. SSFC will grant its consent if your lease expires or terminates through no fault of yours, or if the Restaurant premises is destroyed or materially damaged by fire, flood, or other natural catastrophe (an "**Innocent Loss or Casualty**") and you are not in default of this Agreement or any other agreement between you and SSFC. Selection of the relocation site and Restaurant construction, renovation, and opening shall be governed by this Article 3; provided that if the relocation occurred as a result of the loss of an Innocent Loss or Casualty, the Restaurant must be open for business at the new

location within one hundred eighty (180) days of closing at the previous location and if the relocation occurred for any other reason, the Restaurant must be open for business at the new location within five (5) days of closing at the previous location. You are solely responsible for all relocation costs and expenses, and shall reimburse SSFC's for its reasonable attorneys' fees and other relocation-related costs and expenses.

3.7. No Warranties or Representations. Our approvals of **(a)** the location of the premises, **(b)** the lease or sublease or assignment of a lease or sublease, **(c)** your construction plans and specifications, or **(d)** or any other matter for which you have requested our approval do not constitute an express or implied representation or warranty of any kind as to the suitability of the premises for a Restaurant, the quality of construction or development of the Restaurant or the success or profitability of the Restaurant.

4. FEES

4.1. Initial Franchise Fee. Upon execution of this Agreement, you shall pay SSFC an Initial Franchise Fee in the amount and time frame specified in the Summary Pages (less any applicable development credit, if you are signing this Agreement under an Area Development Agreement). The Initial Franchise Fee is fully earned by SSFC when paid and is not refundable as the Initial Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, and other efforts of SSFC up to the date of Franchisee's failure to timely commence operations of the Franchised Business and shall not be construed as nor considered to be a penalty.

4.2. Royalty Fee. During the term of this Agreement, you shall pay to SSFC a nonrefundable and continuing Royalty Fee in the amount specified in the Summary Pages for the right to use the System and the Marks. The Royalty Fee will be calculated as 5% of Gross Revenue. Further, if any taxes, fees, or assessments are imposed on your payment of Royalty Fee (except taxes imposed on SSFC's net taxable income) you must also pay or reimburse SSFC the amount of the taxes, fees, or assessments within fifteen (15) days after your receipt of SSFC's written notice to you.

4.3. Technology Fee. The parties acknowledge and agree that the technological environment is rapidly changing and that it is difficult to anticipate the cost of developing, acquiring, implementing, and licensing Internet, software, and communications technologies that may benefit franchisees of the System. Accordingly, in addition to the Royalty Fee, SSFC reserves the right to impose a Technology Fee in an amount determined by SSFC which shall not exceed a defined amount in any calendar year ("**Technology Fee Cap**"). For the calendar year in which this Agreement became effective, the Technology Fee Cap is the greater of \$150 per Accounting Period or \$1,800 per calendar year. The Technology Fee Cap shall increase automatically each calendar year by an amount not to exceed 10% of the prior year's Technology Fee Cap. You agree to pay the Technology Fee according to the terms prescribed by SSFC.

4.3.1. Consistent with the foregoing, among other things, we reserve the right periodically to undertake technology initiatives, the purpose of which would be enhance the technology associated with the System including, without limitation, enhanced internet capability, use of proprietary digital applications and enhanced support services. Although we cannot estimate the future costs of any required computer hardware or software including, without limitation, the POS System (as defined in Section 10 below), or required service or support, and although these costs might not be fully amortizable over the remaining term of this Agreement, you agree to incur the costs of obtaining the computer hardware and software comprising the POS System (or additions or modifications) and required service or support. We have no obligation to reimburse you for any computer or POS System costs. As otherwise permitted in this Agreement, we may access, and you shall at all times provide us with access to, any and all computers that you use in connection with the Restaurant and the Franchised Business inclusive of the POS System and retrieve all pertinent information relating to the operation of the Restaurant in areas that we have the ability to control and/or remedy.

4.3.2 Notwithstanding the fact that you must purchase, use, and maintain the POS System consistent with our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, updates and upgrading of the POS System, including compliance with the standards that we periodically require; (2) the manner in which your POS System interfaces with our computer system and those of other third parties; (3) the installation, maintenance and support of the POS System, although we may from time to time require or

recommend third parties to provide these functions; and (4) any and all consequences that may arise if the POS System is not properly operated, maintained and upgraded, including but not limited to virus and spyware issues, all as more specifically outlined in Section 10 of this Agreement.

4.3.3 Your POS System must be compliant with all applicable laws, regulations, and commonly accepted industry standards, including without limitation those laws, regulations, and commonly accepted industry standards relating to privacy, data security, and the processing and protection of confidential personal information, including without limitation the Payment Card Industry Data Security Standards and all other standards applicable to electronic payments that may be published from time to time by payment card companies.

4.4. Other Payments. In addition to all other payments provided in this Agreement, you shall pay promptly when due:

4.4.1. All amounts advanced by us for which we have paid, or for which we have become obligated to pay on your behalf for any reason whatsoever. You must pay all business debts, liens and taxes promptly when due. If you fail to do so, we may pay the same and require you to reimburse us.

4.4.2 All amounts related to any taxes, fees, or assessments are imposed on your payment of the Royalty Fee or any other fees payable under this Agreement (except taxes imposed on SSFC's net taxable income).

4.4.3. Fees imposed by SSFC and third parties for providing administrative and technical services, such as gift card and loyalty program processing services, online ordering functionality, and other amounts due relating to your purchase of promotional materials and participation in marketing-related programs pursuant to Section 9.3, Section 9.4, Section 9.5, Section 9.6, and Section 9.7 of this Agreement.

4.4.4. Any amounts due for any reason, including on account of purchases of goods, supplies or services relating to the Restaurant.

4.5. No Set-Off Rights. You may not set off, deduct or otherwise withhold any fees or other amounts due SSFC under this Agreement on grounds of alleged nonperformance by SSFC of any of its obligations or for any other reason. Withholding royalties or any other amounts due SSFC is a material breach of this Agreement.

4.6. Accounting Period. Each "**Accounting Period**" consists of a four-week period consistent with SSFC's 52-53 week fiscal year. SSFC has the right to change or modify the definition of "Accounting Period" to mean a calendar month or a 30-day period. You shall make all changes necessary to conform to such change or modification.

4.7. Payment Terms. Royalty fees and other payments that are calculated as a percentage of Gross Revenue are payable on a weekly basis, unless otherwise specified by SSFC. All payments due under this Agreement are due and payable on the day SSFC specifies, provided that such day is a Business Day (the "**Due Date**"). If the Due Date is not a Business Day, then payment is due on the next Business Day. Currently, each week commences on Monday and ends on the following Sunday. Unless otherwise determined by SSFC, fees and charges will be collected on the Wednesday following the expiration of the applicable reporting period.

4.8. Payment Procedures. SSFC shall determine the amount of the Royalty Fee and other amounts due under this Agreement by accessing and retrieving Gross Revenue data from your computer system, as permitted by Article 10, and shall provide notice to you (each a "**Fee Notice**") stating the applicable Royalty Fee and other fees due after the close of the applicable reporting period. If you wish to dispute the amount, you must deliver to SSFC written notice of the dispute, along with all evidence that supports your claim within three (3) Business Days following delivery of the Fee Notice. If you do not provide notice of any dispute of a Fee Notice within the three (3) Business Day period then you will be deemed to have accepted the Fee Notice. On each Due Date, SSFC will transfer from your commercial bank operating account ("**Account**") the undisputed amount of fees reflected in the Fee Notice. If you have not reported Gross Revenue for any reporting period, or if SSFC is unable to access Gross Revenue data from your computer system, or if SSFC determines that you have underreported Gross Revenue, SSFC also has the right to transfer from the Account, at its option, an estimated payment, plus interest, which payment may be based on the Restaurant's historical performance and/or the amount of your purchases. Any overpayment will be credited against future payments

due under this Agreement. If an underpayment occurs, SSFC will notify you of the additional amounts due on the Fee Notice for the next reporting period.

4.9. Electronic Fund Transfer. You shall participate in SSFC's then-current electronic funds transfer program authorizing SSFC to use a pre-authorized bank draft system. You shall: **(a)** comply with SSFC's procedures, as specified in the Manual or otherwise in writing; **(b)** perform those acts and sign and deliver those documents as may be necessary to accomplish payment by electronic funds transfer as described in this Section 4.9.; **(c)** give SSFC an authorization in the form designated by SSFC to initiate debit entries and/or credit correction entries to the Account for payments of the Royalty Fee and other amounts payable under this Agreement, including any interest charges; and **(d)** make sufficient funds available in the Account for withdrawal by electronic funds transfer no later than the Due Date for payment thereof. Notwithstanding the provisions of this Article 4, SSFC reserves the right to modify, at its option, the method by which you pay the Royalty Fee and other amounts owed under this Agreement upon receipt of written notice by SSFC. Your failure to have sufficient funds in the Account is a material breach of this Agreement.

4.10. Interest; Nonsufficient Funds Charge. Any payments not received by SSFC by the Due Date will accrue interest at the rate of 1.5% per month or the highest lawful interest rate permitted by the jurisdiction in which the Restaurant operates, whichever is less. If any check, draft, electronic or otherwise, is returned for insufficient funds, you shall pay to SSFC a nonsufficient funds ("NSF") charge in the amount of \$50 (which will increase to \$100 for any second or more NSF charge during any rolling twelve (12) month period) and reimburse SSFC for all expenses that it incurs on account of such nonsufficient funds.

4.11. Partial Payments; Application of Payments. If you pay less than the amount due, your payment will be considered a partial payment on account. SSFC may accept such payment as a partial payment, irrespective of any endorsement or other statement that the payment constitutes full payment. SSFC's acceptance of such partial payment will not be considered a waiver of any of its right to demand or receive full payment, and you hereby waive any estoppel defense in this regard. SSFC may apply your payments to any indebtedness, in its sole and reasonable discretion, regardless of any designation that accompanies the payment.

4.12. Collection Costs and Expenses. If you fail to comply with any of the terms or conditions of this Agreement, you must promptly reimburse SSFC for any and all costs and expenses that it incurs in enforcing the terms of this Agreement including, without limitation, fees paid to a collection agency, and reasonable attorneys' fees and accountants' fees. This obligation is in addition to and not in lieu of any other remedies available to SSFC under this Agreement and applicable law.

4.13. Default Fee. If you are in default under this Agreement, at our direction and without waiver of any of our rights under this Agreement, in lieu of termination of this Agreement, we may impose a fee ("Default Fee") in an amount of \$1,500 plus the cost of reinspection and the cost of enforcing compliance. You must pay the default fee within 3 days of our demand.

4.14. Late Payments. Acceptance of a late payment shall not constitute an agreement by SSFC to accept any payments after the due date or a commitment by SSFC to extend credit to or otherwise finance you nor will it release you of its obligations under the terms of the Franchise Agreement, including the late payment constituting default of the Franchise Agreement.

5. TRAINING AND ASSISTANCE

5.1. Training.

5.1.1. Training for You and the Restaurant Manager. We will furnish at no charge a Basic Management Training Program for up to five persons who attend our training at the same time. You (or a person with executive authority) and the Restaurant's general manager (or other representative who exercises day to day operational authority) must attend the training programs we specify in the Manual as mandatory as and when required. You will be responsible for training all Restaurant personnel as and when required by the System Standards at your expense. We may charge fees for training after the Basic Management Training and for additional trainees (beyond the 5 provided for above). We may require retraining of your managers to bring your operations into compliance with System Standards or if you employ new managerial employees. If a candidate fails to meet the training requirements we

establish, the candidate must complete the areas of training in which they have deficiencies until the candidate has a satisfactory rating or you must replace the candidate with another at your effort and expenses, including payment of a retraining fee. You are responsible for all costs and expenses of complying with our training requirements including, without limitation, tuition and registration costs, salary, lodging, and dining costs for you and all of your employees who participate in the training.

5.1.2. Optional Programs. We may provide orientation meetings for management personnel, general manager meetings and various other ongoing educational seminars. Attendance at these functions will be voluntary.

5.1.3. Non-Management Employees. You must implement a training program for the Restaurant employees in accordance with training standards and procedures then prescribed by us. At all times during the Term, you shall employ an adequate staff of employees working at the Restaurant who shall have been fully and adequately trained (who shall have been adequately trained by you) in numbers sufficient to service customers promptly and properly.

5.2. Manual(s). SSFC will provide you on loan one copy of the Manual(s), which may be in an electronic format. You shall operate the Franchised Business in accordance with the standards, methods, policies, and procedures specified in the Manual(s). The Manual(s) contains Trade Secrets and other Confidential Information of SSFC, and its contents shall be kept confidential by you both during the term of the Franchise and subsequent to the expiration and non-renewal or termination of this Agreement. The Manual(s) shall at all times remain the sole property of SSFC and shall be kept in a secure place at the Franchised Location. You shall ensure that your copy of the Manual(s) is kept current at all times, and in the event of any dispute as to the contents of the Manual(s), the terms of the master copy of the Manual(s) maintained by SSFC shall be controlling. If the Manual(s) is in paper form or stored on computer-readable media, you shall maintain the Manual(s) in a secure manner at the Restaurant; if the Manual(s) is in electronic form, you shall maintain the Manual(s) in a password protected file. You shall not disclose, duplicate or otherwise use any portion of the Manual(s) in an unauthorized manner. If your copy of the Manual is lost or destroyed, or if you fail to return the Manual upon expiration or termination of this Agreement, you must pay us a \$250 Manual replacement fee.

5.2.1 Further, if at any time your Restaurant fails to conform to System requirements, SSFC has the right to impose and collect from you an administrative fee ("**Administrative Fee**"). Specifically, **(a)** SSFC may impose and collect from you a \$250 Administrative Fee for each "enforcement effort" that it undertakes on account of your noncompliance with System standards (e.g., a letter, email, or telephone communication notifying you of noncompliance or continued noncompliance), and **(b)** if SSFC has notified you of noncompliance and you have failed to correct the issue within seven days, SSFC may impose and collect from you a \$250 Administrative Fee per week until the issue has been corrected to our satisfaction. SSFC also may impose and collect a \$250 Administrative Fee if you fail to acknowledge receipt of its communications to you, or to respond to its communications within 24 hours of delivery. This fee is not a penalty but is intended to compensate SSFC for the additional costs that it incurs in enforcing your compliance with System standards, and is in addition to and not in lieu of any other rights or remedies that SSFC may have based on your noncompliance with System standards. SSFC may impose and collect the Administrative Fee whether or not the noncompliance at issue is of the type or degree that constitutes a material default of your obligations under this Agreement and, if it is, whether or not a cure period applies. At SSFC's option, it may require you to demonstrate full compliance with your obligations by submitting to SSFC a comprehensive walk-through video of your Restaurant premises in accordance with SSFC's standards.

5.3. Guidance and Operating Assistance.

5.3.1. General Advice. We may advise you of operating issues of the Restaurant which come to our attention and as we deem appropriate. At your request, we will furnish you guidance and operating assistance in connection with **(a)** the System Standards, **(b)** purchasing required fixtures, furnishings, equipment, signs, products, ingredients, materials and supplies; and **(c)** advertising and promotional programs.

5.3.2. Opening Assistance. If this Agreement is being signed in conjunction with your first Restaurant, we shall furnish, at no cost to you, at least one (1) individual experienced in the System to assist you for approximately two (2) days before and immediately after the opening of the Restaurant. If training resources are available, at your

expense, we will provide additional training support. After your first Restaurant, we may send representatives to subsequent openings if we deem advisable and at your expense.

5.3.3. Waiver. We will not be liable to you or any other person, and you waive all claims for liability or damages of any type (whether direct, indirect, incidental, consequential or exemplary), on account of any guidance or operating assistance we offer except to the extent caused by our gross negligence or intentional misconduct.

5.4. Performance by Delegate. You acknowledge and agree that any rights or duties of SSFC may be exercised and/or performed by any of SSFC's designees, agents, or employees. SSFC reserves the right to retain the services of a master development agent in the geographic area in which the Restaurant will be located. In such event, the master development agent may provide certain consultation, advice, services, and assistance, as SSFC may direct. You acknowledge and agree that you are not an intended third party to the agreement between SSFC and any master development agent.

5.5. Additional Training. You shall cause your Managing Owner, Key Person and other employees that SSFC designates to attend such additional courses, seminars, and other training programs as SSFC may reasonably require. SSFC may charge a reasonable tuition for these additional courses, seminars, or other training programs, and you are responsible for all training-related costs and expenses including, without limitation, salary, travel, lodging, and dining costs for all employees who participate in the training. We do not anticipate having more than 3 of these trainings required in any calendar year.

5.6. Nature and Assistance of Training. You agree that SSFC is not obligated to provide any training or assistance to your particular level of satisfaction, but as a function of SSFC's experience, knowledge, and judgment. you also acknowledge that SSFC is not obligated to provide any services to you that are not set forth in this Agreement. If you believe the SSFC has failed to adequately provide any pre-opening services to you or to your employees, whether with respect to site selection, selection and purchase of equipment and supplies, training, or any other matter affecting the establishment of your SSFC business, you must immediately notify SSFC in writing within thirty (30) days following the opening of your SSFC business or the you will be deemed to conclusively acknowledge that all pre-opening and opening services required to be provided by the SSFC were sufficient and satisfactory in your judgment, and complied with all representations made to you.

5.7. On-site Training Cancellation Fee. If our representative is scheduled to conduct on on-site training program at your Franchised Business and you subsequently cancel the scheduled training program, then you must pay us our then current on -site training cancellation fee ("**On-Site Cancellation Fee**"). The On-Site Training Cancellation Fee may vary depending upon the type of scheduled training program and how far in advance you notify us in writing of the cancellation.

5.8. BY VIRTUE OF COMMENCING OPERATIONS OF YOUR BUSINESS, YOU ACKNOWLEDGE THAT SSFC HAS FULFILLED ALL OF OUR OBLIGATIONS TO YOU THAT WE ARE REQUIRED TO FULFILL PRIOR TO THE OPENING OF YOUR SOUPER SALAD RESTAURANT.

6. OPERATION OF THE FRANCHISED BUSINESS

6.1. General Operating Requirements; System Standards. You understand and acknowledge that every detail of the System is essential to maintain and enhance the goodwill associated with the Marks and the integrity of the brand. During the Term, you will maintain and operate the Restaurant in accordance with the System Standards, which we may modify periodically in our sole discretion. You acknowledge that such modifications may obligate you to invest additional capital in the Restaurant and to incur higher operating costs, and you agree to do so. Without limiting the foregoing, you agree as follows:

(a) To operate the Franchised Business according to the highest applicable health standards and ratings, to timely obtain any and all permits, certificates, or licenses necessary for the lawful operation of the Franchised Business, to operate the Franchised Business according to SSFC's operating methods, standards, and specifications, and to maintain, at all times, a high moral and ethical standard in the operation of the Franchised Business.

(b) To accept debit cards, credit cards, Restaurant value cards, or other non-cash systems that SSFC specifies periodically to enable customers to purchase authorized products (including, for example, APPLE PAY and/or

GOOGLE WALLET), to acquire and install all necessary hardware and/or software used in connection with these non-cash systems. The parties acknowledge and agree that protection of customer privacy and credit card information is necessary to protect the goodwill of businesses operating under the Marks and System. Accordingly, you agree that you shall cause the Franchised Business to meet or exceed, at all times, all applicable security standards developed by the Payment Card Industry Standards Council or its successor and other regulations and industry standards applicable to the protection of customer privacy and credit card information. You are solely responsible for educating yourself as to these regulations and standards, and for achieving and maintaining applicable compliance certifications. You shall defend, indemnify, and hold SSFC harmless from and against all claims arising out of or related to your violation of the provisions of this Section 6.1.(b).

(c) To notify SSFC by telephone and confirm in writing within seventy-two (72) hours of any investigation or violation, actual or alleged, concerning any health, liquor or narcotics laws or regulations, and notify SSFC in writing within five (5) days of the commencement of any investigation, action, suit or proceeding, or the issuance of any order, writ, injunction, award, or decree of any court, agency or other government instrumentality, which may adversely affect the operation or financial condition of the Franchised Business.

(d) Upon the occurrence of a Crisis Management Event, to immediately inform SSFC's President (or as otherwise instructed in the Manuals) by telephone, and to cooperate fully with SSFC with respect to SSFC's response to the Crisis Management Event.

(e) To not make any public statements (including giving interviews or issuing press releases) regarding SSFC, the Franchised Business or any particular incident or occurrence related to SSFC or the Franchised Business without SSFC's prior written approval.

(f) To not, in the name of SSFC (i) donate money, products or services to any charitable, political, religious or other organization, or (ii) act in support of any such organization, without SSFC's prior written approval.

(g) To only offer and sell all menu items that we prescribe and only the menu items that we authorize. Such menu items may include, without limitation, salad ingredients, specialty salads, salad dressings, pasta salads, soups, breads, baked potatoes, fresh fruits, desserts, and beverages. You must use our menu formats, and must submit any deviations from our menu format to us for approval before using your menu format. We may vary the items on the menu or menu format(s) depending upon region, market size or other factors.

(h) You are solely responsible for protecting yourself from disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders and you waive any and all claims you may have against SSFC or its Affiliates as the direct or indirect result of such disruptions, failures or attacks. If you suspect or know of a security breach, you must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Restaurant, unless otherwise directed by SSFC.

(i) You must only operate the approved Franchised Business from the approved location and no other business.

6.2. Managing Owner; Key Person.

6.2.1. If you operate one SOUPER SALAD Restaurant, the Restaurant must be supervised by the Managing Owner. If the franchisee is an individual or general partnership, the Managing Owner will be the individual franchisee or one of the general partners. If the franchisee is a Business Entity, the Managing Owner will be an individual with at least a 10% equity interest in the franchisee. The Managing Owner shall have full control over day-to-day Restaurant management and operations. The Managing Owner must attend and successfully complete SSFC's initial training program and all additional training (including food safety training) that SSFC requires, to SSFC's satisfaction. Unless a Key Person is appointed, as described below, the Managing Owner shall devote his or her full time efforts to Restaurant operations, and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitment. SSFC shall have approved the Managing Owner as meeting its then-current qualifications for such position.

6.2.2. If you operate more than one SOUPER SALAD Restaurant, or if the Managing Owner will not devote full time efforts to the management and operation of the Restaurant governed by this Agreement then, in addition to the Managing Owner, you must appoint an individual to serve as your Key Person. Your Key Person shall have full control over day-to-day Restaurant management and operations. Your Key Person need not have an equity interest in the franchise, but must have completed SSFC's initial training program, and all additional training (including food safety training) that SSFC requires, to SSFC's satisfaction. Your Key Person shall devote his or her full time efforts to Restaurant management and operations, and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitment. SSFC shall have approved the Key Person as meeting its then-current qualifications for such position, and shall not have later withdrawn such approval. If the Key Person ceases to serve in, or no longer qualifies for, such position, you shall designate another qualified person to serve as your Key Person within thirty (30) days after the date the prior Key Person ceases to serve or no longer qualifies to serve. Any proposed replacement Key Person must successfully complete the initial training program and such other training (including food safety training) required by SSFC, and be approved by SSFC, before assuming his or her position as Key Person and, in no event, later than ninety (90) days after the previous Key Person ceased to serve in such position. You are responsible for any and all costs (including, without limitation, tuition and registration) incurred in connection with training the replacement Key Person.

6.3. Employee Policy; Uniforms and Employee Appearance. You shall maintain a competent, conscientious, and trained staff (who shall have been adequately trained by you) in numbers sufficient to service customers promptly and properly, including at least a manager or shift leader on duty at all times at which the Restaurant is open (including daily Restaurant opening and closing procedures), and shall take such steps as are necessary to ensure that its employees preserve good customer relations; render competent, prompt, courteous, and knowledgeable service; and meet such minimum standards as we may establish from time to time in the Manuals or otherwise in writing. You shall cause all employees, while working at the Restaurant, to wear uniforms of such color, design, and other specifications as we may designate from time to time, and to present a neat and clean appearance. In no case shall any of your employees wear their uniform while working for you at any location other than the Restaurant, without our prior authorization. In addition, you and your employees shall handle all customer complaints, refunds, returns or other adjustments in accordance with our policies as set forth in the Manuals or otherwise in writing. The parties acknowledge and agree that these requirements are necessary to preserve the goodwill identified by the Marks. The parties further acknowledge and agree that we neither dictate nor control labor or employment matters for you or your employees. You are exclusively responsible for hiring personnel, for determining the number of jobs offered or job vacancies to be filled, for determining and changing employee wages and benefits and work hours, for disciplining and discharging Franchisee's employees, and for labor relations with your employees. You shall defend and indemnify us and our Indemnified Parties (as defined in Section 11.3. below) from and against any and all proceedings, claims, investigations, and causes of action instituted by your employees or by others that arise from your employment practices. You shall ensure that the operation of the Restaurant is at all times under the direct control of you, if you are an individual, or a Restaurant manager, each of whom has satisfactorily completed our training. You shall comply, at your own expense, with all federal, state and local laws, ordinances and regulations affecting the operation of the Restaurant, including without limitation safety and sanitation. You will promptly provide us with copies of any notices of non-compliance you receive relating to such laws and regulations.

6.3.1 Customer Complaints. You agree to promptly address all complaints in accordance with the procedures contained in the Manual or as otherwise provided by SSFC. If you are unable or unwilling to resolve a customer complaint within forty-eight (48) hours, and it becomes necessary for us to reimburse a customer in settlement of his or her complaint about work performed or services or products provided at or by your Restaurant, you agree to promptly reimburse us for amounts expended on account of any such complaint. Your obligations and liabilities under this Section shall survive any termination or expiration of this Agreement.

6.4. Authorized Menu Offerings. You must offer and sell all menu items that SSFC requires, and only those menu items that SSFC has approved. SSFC may add, eliminate and change authorized menu items, in its sole discretion, and you must comply with all directives (which may require purchasing and installing additional equipment). You shall maintain in sufficient supply, and shall offer, sell, and use at all times the menu items, ingredients, products, materials,

smallwares, supplies, and paper goods that conform to the System Standards. You shall prepare, package, and serve all menu items in accordance with SSFC's recipes, standards and procedures for preparation, presentation and service as communicated to you from time to time via the Manual or other written directives. Such standards and procedures may include, without limitation, following recipes (including use of prescribed ingredients and prescribed measure of ingredients), use of containers and paper goods bearing the Marks, packaging procedures, product holding times and other standards for displaying for sale menu items and other merchandise. You shall refrain from deviating from the System Standards without our prior written authorization. We may designate Non-Proprietary Products you must use, we may specify Proprietary Products for use in Restaurants, and we may modify what constitutes a Non-Proprietary Product and Proprietary Product in the Manual. You shall participate in all market research programs that SSFC requires, which include test-marketing new products, purchasing a reasonable quantity of new products for test-marketing, promoting the sale of the new products. You shall provide SSFC with timely reports and test results for all such programs.

6.5. Purchase Requirements. You shall purchase and install, at your expense, all fixtures, furnishings, equipment, décor, signs, and other items as SSFC may reasonably direct; and shall refrain from installing or permitting to be installed on or about the Restaurant premises any fixtures, furnishings, equipment, décor, signs, vending or game machines or other items not approved for use by SSFC. In addition, you shall purchase and use only ingredients, containers, packaging materials, and supplies as conform to SSFC's standards and specifications; and shall purchase, use, offer and/or promote the menu items, beverages, food products and other ingredients which are produced or manufactured in accordance with SSFC's proprietary recipes, specifications and/or formulas or which SSFC designates as "**Proprietary Products**".

6.6. Purchases from Designated Sources.

6.6.1 You agree to purchase only from SSFC or suppliers designated by SSFC ("**Designated Suppliers**") all goods and services that we identify from time to time including, without limitation: **(a)** fixtures, furniture, equipment, interior and exterior signage, graphics, décor, and Restaurant design consulting services; **(b)** your requirements of Proprietary Products, and all other food products and ingredients; **(c)** all fountain and bottled beverages, including waters and teas; **(d)** uniforms, shirts, memorabilia, and all merchandise and items intended for retail sale (whether or not bearing the Marks); **(e)** advertising, point-of-purchase materials, and other printed promotional materials; **(f)** gift certificates, gift cards, and stored value cards; **(g)** stationery, business cards, contracts, and form; and **(h)** all soft goods such as, napkins, paper cups, boxes and paper goods, packaging, supplies and similar items that are a part of the System. In addition to Designated Suppliers, SSFC may require you to buy your requirements of food, ingredients, and supplies from affiliated or third party distributors ("**Designated Distributors**"), and you shall comply with such requirements. We do not disclose proprietary recipes, specifications or formulas for Proprietary Products. Only Designated Suppliers are licensed to distribute soft goods supplies displaying our Marks. You must use only the soft goods, small wares, utensils, cleaning supplies, novelty items and other miscellaneous items that we require and that have been approved for SOUPER SALAD Restaurants as meeting our standards and specifications in the Manual. All advertising and promotional materials, signs, decorations, paper goods (including disposable food containers, napkins, menus, and all forms and stationery used in the Restaurant), and any other items that we may designate must bear the Marks in the form, color, location, and manner we prescribe.

6.6.2. If you desire to purchase any Non-Proprietary Products from an unapproved supplier, you or the supplier must submit to us a written request for approval, which approval we will not unreasonably withhold as long as the supplier possesses adequate quality controls and has the ability to meet your needs and the items or services meet SSFC's specifications. These specifications may include brand requirements ("**Approved Brands**"), and to the extent that Approved Brands have been identified, you may purchase and use only the Approved Brands.

6.6.3. SSFC may from time to time modify the list of Designated Suppliers, Designated Distributors, and/or Approved Brands. You shall promptly comply with all such modifications. **You acknowledge and agree that SSFC is not responsible for any delays, damages, acts of God, or defects relating to your purchases from Designated Suppliers or Designated Distributors. You further acknowledge and agree that SSFC is not responsible for any**

cost increases relating to increases in material costs, commodity prices, shipping and transportation costs, or other costs beyond SSFC's reasonable control.

6.6.4 If you propose to purchase from a previously unapproved source, you shall submit to SSFC a written request to approve the proposed supplier, together with such evidence of conformity with SSFC's specifications as SSFC may reasonably require, or shall request the supplier itself to do so. SSFC shall have the right to inspect and evaluate the supplier's facilities and products to be supplied, and you shall pay all of SSFC's reasonable expenses incurred in so doing. SSFC may from time to time re-inspect and re-evaluate the facilities and products of any approved supplier and revoke its general approval of particular products or suppliers when SSFC determines, in its sole discretion, that such products or suppliers no longer meet SSFC's standards. Upon receipt of written notice of such revocation, you shall cease to sell any disapproved products and cease to purchase from any disapproved supplier.

6.6.5 You acknowledge and agree that SSFC and its Affiliates may negotiate purchase arrangements with Designated Suppliers and Designated Distributors for your benefit and for the benefit of the franchise system, and that SSFC may derive revenue or obtain rebates, bulk pricing discounts or allowances from Designated Suppliers and Designated Distributors on account of franchisee purchases or leases. You agree that SSFC has the right to retain and use all such benefits as it deems appropriate, in its sole discretion.

6.6.6 You acknowledge that it is generally disadvantageous to the System from a cost and service basis to have multiple Suppliers in any given market area. In deciding whether to approve a proposed Supplier, we may consider the effect that such approval may have on our ability and that of our franchisees to obtain the lowest distribution costs and on the quality and uniformity of products offered system-wide. We may also determine that certain Non-Proprietary Products shall be limited to a designated brand or brands set by us. If we establish a regional or national purchasing program or other contract for any of the raw materials used in the preparation of approved menu items or other products used in the operation of the Restaurant, you will participate in such purchasing program in accordance with the terms of such program.

6.7. Franchised Location.

6.7.1. You shall maintain the Restaurant (including adjacent public areas) in the highest degree of repair and condition, and otherwise in a manner consistent with the System Standards as described in the Manual. With respect to any equipment we may designate, you must execute and renew any preventative maintenance agreements we, or our Designated Suppliers require in order to insure consistent quality control and health code compliance, and you shall pay all fees imposed under such agreement(s). Upon our request, you shall install and maintain at the Franchised Business interactive multi-media equipment, devices, and facilities we require, including, without limitation, approved music systems, Wi-Fi and other wireless internet and communications systems, and interactive displays, including plasma or LCD screens. We have the right to require that these systems be purchased from and installed by approved or designated suppliers, and you shall fully comply with all such requirements.

Within thirty (30) days after the Restaurant is damaged or destroyed by fire or any other casualty, you shall initiate such repairs or reconstruction, and thereafter in good faith and with due diligence continue (until completion) such repairs or reconstruction, to restore the Premises to its original condition prior to such casualty. You must complete any such repair and reconstruction as soon as reasonably practicable but in any event within six (6) months following the event causing the damage or destruction, and as much as is feasible, in conformance with the then standard Trade Dress specifications. We will not obligate you to invest additional capital at a time when the investment cannot in our reasonable judgment be amortized during the remaining Term.

6.7.2 You shall not cause or permit vending, gaming machines, pay telephones, automatic teller machines, Internet kiosks or any other mechanical or electrical device to be installed or maintained at the Franchised Location.

6.7.3 You shall purchase and install, at your expense, all fixtures, furnishings, equipment, decor, signs, and other items as SSFC may reasonably direct from time to time in the Manual or otherwise in writing in accordance with SSFC's standards and specifications; and shall refrain from installing or permitting to be installed on or about the Franchised Location, any fixtures, furnishings, equipment, decor, signs, vending or game machines or other items not previously approved in writing as meeting SSFC's standards and specifications.

6.7.4 At SSFC's request, you shall make such alterations as may be necessary to reflect new product offerings and marketing incentives, including updating or replacement of menu boards and the purchase and use of new interior signage, graphics, and/or point of sale materials.

6.7.5 At SSFC's request, but not more often than once every sixty (60) months (and in addition to any work which you may undertake pursuant to other sections of this Agreement), you shall refurbish the Restaurant, at your own expense, to conform to the building design, trade dress, color schemes, and presentation of the Marks in a manner consistent with the then-current public image for new or remodeled SOUPER SALAD Restaurants in the System, including, without limitation, replacement or renovation of equipment, remodeling, redecoration, and modifications to existing improvements and reasonable structural changes that SSFC may reasonably require or that may be required by law.

6.7.6 You will at all times faithfully, honestly and diligently perform your obligations under this Agreement and you will continuously exert your best efforts to promote and enhance the business of the Restaurant. You will not engage in any other business or activity that may conflict with your obligations under this Agreement.

6.7.7 You may not operate the Restaurant at any site other than the Franchised Location or provide any special event off-site services without our prior written consent. Catering activities must be in accordance with the Manual. If we consent to any relocation, you shall de-identify the former location in the manner described in Section 14.2, and shall reimburse and indemnify and hold us harmless from any direct and indirect losses, costs and expenses, including attorney's fees, arising out of your failure to do so.

6.7.8 You may not offer or sell any menu items, products, ingredients, or inventory bearing the Marks at any other location or through any Alternative Channel of Distribution without our prior written consent. Any catering or delivery activities by you must be in accordance with our then current catering and delivery policies. You may not sell to anyone any materials, supplies or inventory used in the preparation of any of menu offerings. Further, you may not sell any products or ingredients to any person or entity intending to purchase them for resale.

6.8. Days and Hours of Operation. You shall cause the Restaurant to be open and in normal operation for such minimum hours and days as SSFC may specify in the Manual or in other written directives. Recognizing that failure to open and operate the Restaurant during required hours of operation results in lost sales and payment of a lower Royalty Fee and negatively affects the value of the SOUPER SALAD brand, you agree to pay SSFC an unauthorized closure fee in the amount of \$150 for each day the Restaurant fails to maintain required hours of operation (including closure for the day, early closure, or late opening) without SSFC's prior written authorization or permission. This fee is not a penalty, but is intended as a reasonable estimation of the amount of Royalty Fee lost and other damages that SSFC will sustain as a result of the unauthorized closure. This fee is in addition to and not in lieu of any other rights or remedies available to SSFC under this Agreement or applicable law.

6.9. Quality Assurance Inspections; Testing. SSFC shall have the right to enter upon the Restaurant premises during regular business hours to inspect the Restaurant for quality assurance purposes. You shall allow SSFC from time to time to obtain samples of ingredients, products and supplies, without charge, for testing for quality assurance purposes. SSFC may also require you to submit a walkthrough video of your Restaurant for SSFC's review within ten (10) days after the request. Such walkthrough video shall evidence all items reasonably requested by SSFC, including without limitation, the storefront of the Restaurant, all exterior and interior signage, the interior of the Restaurant (including the entrance, kitchen, serving and food preparation areas, the restroom, seating areas, and any additional areas), equipment, fixtures, furnishings, artwork and graphics, menu boards, accessories and licenses. If notified of a deficiency, you must promptly cure the deficiency. If you fail to promptly cure the deficiency, SSFC may undertake to cure the deficiency on your behalf. In such case, SSFC has the right to charge, and you agree to pay upon demand, a reasonable fee for its services, and you must reimburse SSFC for all out-of-pocket costs that it incurred in connection with taking such corrective measures.

6.9.1 Our Right to Inspect the Restaurant. To determine whether you are complying with this Agreement and with all System Standards and whether the Restaurant is in compliance with the terms of this Agreement, we and our designated agents may, at any reasonable time and without prior notice to you:

- (a) Inspect the Restaurant;
- (b) Observe, photograph and/or video tape the Restaurant's operations for such consecutive or intermittent periods as we deem necessary;
- (c) Remove samples of any menu items, products, materials or supplies for testing and analysis;
- (d) Interview personnel of the Restaurant;
- (e) Interview customers of the Restaurant; and
- (f) Inspect and copy any books, records and documents relating to the operation of the Restaurant.

You agree to cooperate fully with us in connection with any of our inspections, observations, photographing, videotaping, product removal and interviews.

6.9.2 Surveys. You will present to your customers such evaluation forms as we periodically require and will participate in and request your customers to participate in any surveys performed by or on our behalf.

6.10. Modification to the System. At your own expense, you shall make such alterations, additions, or modifications to the Franchised Location as SSFC may reasonably require to implement changes to the System, including, without limitation, changes to menu items or market positioning. All changes must be made within ninety (90) days from your receipt of notice. You shall not implement any change, amendment or improvement to the System without our express prior written consent. You must notify us of any change, amendment or improvement to the System which you propose to make, and must provide to us such information as we request regarding the proposed change, amendment or improvement. You agree that we may incorporate into the System the proposed change, amendment or improvement and will thereupon own all right, title and interest to the change, amendment or improvement without compensation to you.

6.11. Pricing. To the fullest extent permitted by applicable law, SSFC reserves the right to establish maximum, minimum or other pricing requirements with respect to the prices you may charge for products or services.

6.12. Intranet/Extranet System. SSFC may, at its option, establish and maintain an intranet or extranet system through which members of the SOUPER SALAD franchise network may communicate and through which SSFC may disseminate updates to the Manual and other Confidential Information. SSFC will have no obligation to establish or to maintain the intranet indefinitely, and may dismantle it at any time without liability to you. SSFC may establish policies and procedures for the intranet's use. SSFC expects to adopt and adhere to a reasonable privacy policy. However, you acknowledge that, as administrator of the intranet, SSFC can access and view any communication that anyone posts on the intranet. You further acknowledge that the intranet facility and all communications that are posted to it will become SSFC's property, free of any claims of privacy or privilege that you or any other individual may assert. If you fail to pay when due any amount payable to SSFC under this Agreement, or if you fail to comply with any policy or procedure governing the intranet, SSFC may temporarily suspend your access to any chat room, bulletin board, listserv, or similar feature the intranet includes until such time as you fully cure the breach. SSFC has the right to impose, and you shall pay at SSFC's request, a reasonable user fee, not to exceed \$450 per year.

6.13. Web Site. SSFC may, but shall not be obligated to, establish and maintain from time to time SSFC's web site to provide information about the System and the goods and services that SOUPER SALAD Restaurants provide. SSFC has sole discretion and control over the design and content of SSFC's web site.

6.14. Social Media. You shall follow SSFC's mandatory specifications, standards, operating procedures, and rules for using social media in connection with your operation of the Restaurant and you will agree to any Social Media policy SSFC implements, which may include ownership of accounts. The term "**Social Media**" includes, without limitation, personal blogs, common social networks such as GOOGLE MY BUSINESS, YELP, FACEBOOK, SNAPCHAT, INSTAGRAM, LINKEDIN, X, TIKTOK or YOUTUBE, applications supported by mobile platforms such as iOS and Android, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sties, mobile platforms, or tools.

6.15 Customer Feedback. SSFC reserves the right to designate and approve a customer feedback tool and vendor for the System. When implemented in the System, you shall pay us our then-current fee directly and we will pass through this fee to the vendor, or you shall pay this fee directly to the third-party service provider as designated by SSFC. You shall promptly pay this amount in the timing and method that we designate. SSFC shall provide 30 days' notice prior to implementation.

6.16 Mobile App and Online Ordering. We anticipate implementing the Lunchbox platform for our mobile app and online ordering system and it will be the only supplier approved by Souper Salad for mobile and online ordering. The Lunchbox system will allow guests to order menu items for pickup/delivery through the Souper Salad website and mobile app. Their software will also integrate your Restaurant's point-of-sale system with the third-party online ordering systems. As of this date of this disclosure document, the current cost for this software is \$70 per month plus 4.5% per transaction plus \$0.50 delivery order transaction for dispatch orders only. Souper Salad reserves the right to increase or decrease this cost as may be charged for each transaction.

7. MARKS AND COPYRIGHTS

7.1. SSFC's Representations. SSFC represents to you that it has the right to use and to sublicense to you the right to use the Marks in accordance with the terms and conditions of this Agreement.

7.2. Acknowledgments. You expressly acknowledge that SSFC or its Affiliate owns all right, title, and interest in and to the Marks and the goodwill associated with the Marks, and that you have no ownership interest in the Marks. You further acknowledge and agree that any and all goodwill associated with the Restaurant and identified by the Marks is SSFC's property and shall inure directly and exclusively to the benefit of SSFC and that, upon the expiration or termination of this Agreement for any reason, no monetary amount shall be assigned as attributable to any goodwill associated with your use of the Marks. You understand and agree that any use of the Marks other than as expressly authorized by this Agreement, without SSFC's prior written consent, may constitute an infringement of SSFC's rights herein and that the right to use the Marks granted herein does not extend beyond the termination or expiration of this Agreement.

7.3. Use of the Marks. You shall use only the Marks designated by SSFC, shall use them only in the manner that SSFC authorizes and permits, and shall use them with the symbols "®", "™", or "SM", as appropriate. You shall use the Marks only in connection with the operation and promotion of the Franchised Business, and only in the manner prescribed by SSFC. You may not contest ownership or validity of the Marks or any registration thereof, or engage in any conduct that adversely affects the ownership or registration of the Marks, or SSFC's right to use or to sublicense the use of the Marks. You shall execute all documents that SSFC requests in order to protect the Marks or to maintain their validity and enforceability.

7.4. Restriction Against Use in Your Corporate Name. You may not use the Marks or any part thereof in your corporate name, and you may not use them to incur any obligation or indebtedness on SSFC's behalf.

7.5. Restriction Against Use of the Marks and Copyrighted Works on the Internet. You may not use the Marks or any part or derivative thereof or any of SSFC's Copyrighted Works on the Internet, except as expressly permitted by us in writing. Without limiting the generality of the foregoing, you may not use the Marks or any part or derivative of the Marks as part of any URL or domain name or unauthorized email address, and may not register as part of any user name on any gaming website or social networking website (such as FACEBOOK, SNAPCHAT, INSTAGRAM, LINKEDIN, X, TIKTOK, TWITCH, or YOUTUBE) whether or not such social media platform is used for commercial gain. You also may not display on any website (including commercial websites, gaming websites, social networking websites and mobile platforms, supported by operating systems such as iOS and Android) SSFC's Copyrighted Works, which include the design portion of its Marks, or any menu items or collateral merchandise identified by the Marks. Specifically, but without limiting the foregoing, you shall refrain from uploading or streaming any video on sites such as YOUTUBE.

7.6. Notice. You shall identify yourself as an independent franchise owner of the Franchised Business in conjunction with any use of the Marks or operation of the Franchised Business, including, but not limited to, such use on invoices, order forms, receipts, business stationery, business cards, and contracts, as well as at such conspicuous

locations at the Restaurant as SSFC may designate in writing. The form and content of such notice shall comply with the standards set forth in the Manuals. You shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Souper Salad. You shall give such notices of trademark and service mark registrations as Souper Salad specifies and obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Business.

7.7. **Infringement.** You shall promptly notify SSFC of any suspected unauthorized use of, or any challenge to the validity of the Marks or Copyrighted Works, or any challenge to SSFC's or its Affiliate's ownership of, SSFC's license to use and to license others to use, or your right to use, the Marks or Copyrighted Works licensed under this Agreement. You acknowledge that SSFC or its Affiliate has the right to direct and control any administrative proceeding or litigation, or other adjudicative proceeding involving the Marks or Copyrighted Works, including any settlement thereof. SSFC or its Affiliate has the right, but not the obligation, to take action against third parties for infringement of the Marks or Copyrighted Works. SSFC shall defend you against any third-party claim, suit, or demand arising out of your use of the Marks or Copyrighted Works. If SSFC, in its sole discretion, determines that you have used the Marks and Copyrighted Works in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by SSFC. If SSFC, in its sole discretion, determines that you have not used the Marks or Copyrighted Works in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by you. In the event of any litigation relating to your use of the Marks or Copyrighted Works, you shall execute any and all documents and perform such acts as may, in the opinion of SSFC, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Marks or Copyrighted Works in a manner inconsistent with the terms of this Agreement, SSFC agrees to reimburse you for your associated costs.

7.8. **Changes to the Marks.** SSFC reserves the right, in its sole discretion, to designate new, modified or replacement Marks for your use and to require your use of any such new, modified or replacement Marks in addition to or in lieu of any previously designated Marks. You must comply with any such directive within sixty (60) days following your receipt of our written notice to you, and you are responsible for all related costs and expenses.

8. SYSTEM MODIFICATIONS AND INFORMATION

8.1. **System Modification.** You acknowledge that the System, SSFC's Confidential Information and the Manuals, and the products and services offered by the Franchised Business may be modified, (such as, but not limited to, the addition, deletion, and modification of menu items, operating procedures, products and services) from time to time by SSFC. You acknowledge that these changes and modifications may obligate you to invest additional capital in the Restaurant and to incur higher operating costs, and you agree to do so. You agree to comply, at your expense, with all such changes and modifications, including, without limitation, all requirements to implement the modifications, such as replacement or renovation of equipment, remodeling, redecoration and modifications to existing improvements, including structural changes. SSFC shall notify you of any such System changes and you shall implement any System changes upon receipt of notice thereof from SSFC, and shall complete their implementation within such time as SSFC may reasonably specify. For purposes of this Agreement, System changes shall include, without limitation, changes in any of the categories referred to in this **Section 8.1.**

8.2. **Confidentiality.** You shall not acquire any interest in the Trade Secrets or other Confidential Information, other than the right to use it in the development and operation of the Franchised Business and in performing its duties during the term of this Agreement. You acknowledge that the use or duplication of the Trade Secrets or other Confidential Information in any other business venture would constitute an unfair method of competition. You acknowledge that the Trade Secrets and other Confidential Information are proprietary and are disclosed to you solely upon the condition that you (and all holders of a legal or beneficial interest in Franchisee and all officers, directors, executives, managers and members of the professional staff of Franchisee): (a) shall not use the Trade Secrets or other Confidential Information in any other business or capacity; (b) shall maintain the absolute confidentiality of the Trade Secrets and other Confidential Information during and after the term of this Agreement; (c) shall not make any unauthorized copies of any portion of the Trade Secrets or other Confidential Information disclosed in written or other tangible form; and (d) shall adopt and implement all reasonable procedures prescribed from time to time by SSFC to prevent unauthorized

use or disclosure of the Trade Secrets and other Confidential Information. You shall enforce this Section as to its employees, agents and representatives and shall be liable to SSFC for any unauthorized disclosure or use of Trade Secrets or other Confidential Information by any of them.

8.3. Individual Covenants of Confidentiality. At our request, you will require each Restricted Person and each of your employees having access to the Confidential Information to agree that each will maintain the confidentiality of information each receives in connection with employment or involvement with the Restaurant as an Entity Owner or a Restricted Person, by signing a Confidentiality Agreement in the respective forms (as we may amend in the future) attached as Attachments D-2 and D-3. The form Confidentiality Agreement for your employees will name us as a third-party beneficiary of such covenants with the independent right to enforce them.

8.4. Press Releases. Unless disclosure is required by applicable law, you shall not make any public communication, press release or announcement regarding this Agreement, the transactions contemplated hereby or the operation of the Restaurant without our written approval in advance of such press release or announcement.

9. ADVERTISING AND MARKETING

9.1. General. All of your promotional and marketing materials shall be presented in a dignified manner and shall conform to SSFC's standards and specifications related to advertising, marketing, and trademark use. You shall submit to SSFC samples of proposed promotional and marketing materials, and notify SSFC of the intended media, prior to first publication or use. SSFC shall use good faith efforts to approve or disapprove proposed promotional and marketing materials within fifteen (15) days of their receipt. You may not use the promotional or marketing materials until SSFC expressly approves the materials and the proposed media. Once approved, you may use the materials only in connection with the media for which they were approved. SSFC may disapprove your promotional or marketing materials, or the media for which they were approved, at any time, and you must discontinue using any disapproved materials or media upon your receipt of written notice of disapproval. You acknowledge and agree, however, that such review and approval by SSFC will not relieve you of your responsibilities to comply with all applicable laws, rules, and regulations with respect to your operation of the Franchised Business and the Restaurant and that you shall seek the advice of local counsel where necessary.

9.2. New Restaurant Marketing Plan Fee. At the earlier of the date you sign the lease for the Restaurant or the Control Date, you shall pay to SSFC the New Restaurant Marketing Plan Fee as specified in the Summary Pages. SSFC will spend such amount to promote the opening of the Restaurant as SSFC determines appropriate, in its sole discretion.

9.3. Brand Development Fund.

9.3.1. Each Accounting Period during the Term, you shall contribute to the Brand Development Fund (the "**Fund**") an amount that SSFC determined from time to time but not to exceed the "**Marketing Allocation**" stated in the Summary Pages. You shall submit payment in the same manner and time frame as the Royalty Fee.

9.3.2 SSFC has the right to use Fund monies, in its sole discretion, to pay for creative development services (including creation and modification of Restaurant design and trade dress, logos, menu design, graphics and vehicle wraps, and advertising and promotional items, including the cost of photography services and design software), preparing and procuring market studies, providing or obtaining marketing services (including, without limitation, new product development; conducting customer surveys, focus groups, and marketing-related mystery shops and customer interviews); employing advertising and/or public relations agencies; developing, producing, distributing and placing advertising (including, without limitation, preparing and conducting media advertising campaigns in various media, local Restaurant advertising and promotion in a particular area or market, or for the benefit of a particular Restaurant or Restaurants in connection with Restaurant opening promotions or otherwise), conducting and administering in-Restaurant promotions; preparing and executing direct mail advertising, and developing, producing and purchasing point-of-sale advertising, menus and menu boards, and other sales aids and promotional items and materials); new product development and development of product packaging; developing, updating and hosting SSFC's web site (including development of locator programs) and/or an intranet or extranet system; obtaining sponsorships and endorsements; preparing and conducting sweepstakes and other promotions; developing, administering, and

distributing coupons, gift certificates, gift cards, and stored value cards, and the cost of product associated with the redemption of free coupons, gift certificates, and stored value cards; developing and administering other customer loyalty programs; providing and procuring public relations services; conducting public relations activities; charitable donations; and membership fees in international, national, regional, and/or local trade or other associations or organizations. SSFC also may use Fund monies to reimburse itself for its costs of personnel and other administrative and overhead costs associated with providing the services described in this Section 9.3.2.

9.3.3. The parties acknowledge that SSFC owns all rights, and retains all copyrights, in all design and content developed using Fund monies, and that SSFC will have sole control over the creative concepts, content, form, and media placement of all advertising and promotional materials developed with Fund monies, and the allocations of Fund monies to production, placement, and other costs. SSFC will own all copyright in any works created using Fund monies. You acknowledge and agree that SSFC is not obligated to expend Fund monies for placement of advertising in your trading area, or to ensure that the Franchised Business benefits directly or *pro rata* from the expenditure of Fund monies. SSFC will not use Fund monies for creating or placing any advertisement that is principally a solicitation for new franchisees, but may include in all advertising prepared using Fund monies (including Internet advertising) information concerning franchise opportunities, and a portion of Fund monies may be used to create and maintain one or more pages on SSFC's web site devoted to advertising franchise opportunities and identifying and screening inquiries and applications submitted by franchise candidates. SSFC has no fiduciary duty to you or to any other person with respect to the collection or expenditure of Fund monies. Upon your reasonable request, SSFC will provide you an annual statement of Fund contributions and expenditures.

9.3.4. Although the Brand Development Fund is intended to be perpetual, SSFC may terminate the Fund at any time. The Fund will not be terminated, however, until all Fund monies have been spent as provided in this Section 9.3.4, or returned to the Fund contributors on the basis of their respective contributions. Any amounts contributed to the Fund that are not spent in the year they are collected will remain in the Fund for future expenditures.

9.4. Local Advertising; Purchase of POP and Promotional Materials. In addition to the New Restaurant Marketing Plan Fee, you agree to promote your Restaurant in your local market, and to spend on such marketing efforts an amount that we determine, but not to exceed the Marketing Allocation less any amounts contributed during the year to the Fund (described above) (your "**Minimum Local Advertising Expenditure**"). As of the Effective Date, we require the entire Marketing Allocation to be contributed to the Fund; therefore, there is no required Minimum Local Advertising Expenditure; however, we strongly encourage and recommend that you spend 1% or more of Gross Revenue on local marketing to promote your Restaurant. Any amounts contributed to a Cooperative pursuant to Section 9.5, will be credited toward satisfaction of the Minimum Local Advertising Expenditure, to the extent applicable.

9.5. Advertising Cooperatives.

9.5.1. SSFC may, from time to time, form local or regional advertising cooperatives ("**Cooperative**") to pay for the development, placement and distribution of advertising for the benefit of SOUPER SALAD Restaurants located in the geographic region served by the Cooperative. Any Cooperative established by SSFC will be operated solely as a conduit for the collection and expenditure of Cooperative fees for the foregoing purposes.

9.5.2. If SSFC forms a Cooperative for the area in which the Restaurant operates, you agree to participate in the Cooperative pursuant to the terms of this Section 9.5.

9.5.3. SSFC shall have the exclusive right to create, dissolve and merge each Cooperative created, in its discretion, and to create and amend the organizational and governing documents related thereto; provided that such documents shall: **(a)** operate by majority vote, with each participating SOUPER SALAD Restaurant (including businesses owned by SSFC or its Affiliates) entitled to one vote, **(b)** entitle SSFC to cast one vote (in addition to any votes it may be entitled to on account of its operations in the area served by the Cooperative, **(c)** permit the members of the Cooperative, by majority vote, to determine the amount of required contributions (which may exceed the amount of the Minimum Local Advertising Expenditure required under this Agreement), and **(d)** provide that any funds left in the Cooperative at the time of dissolution shall be returned to the members in proportion to their contributions during the 12-month period immediately preceding termination.

9.5.4. You agree to be bound by all organizational and governing documents created by SSFC and, at SSFC's request, shall execute all documents necessary to evidence or affirm your agreement. The Cooperative shall begin operating on a date determined in advance by SSFC.

9.5.5. No advertising or promotional plans or materials may be used by the Cooperative or furnished to its members without SSFC's prior written approval. All advertising plans and materials must conform to SSFC's standards and specifications and must be submitted to SSFC for approval according to the procedures set forth in Section 9.1. of this Agreement.

9.6. Loyalty Programs, Prize Promotions, Meal Deals, and Promotional Literature.

9.6.1. You shall participate in and offer to your customers: **(a)** all customer loyalty and reward programs; **(b)** all contests, sweepstakes, and other prize promotions; and **(c)** all meal deals, which SSFC may develop from time to time. SSFC will communicate to you in writing the details of each such program, promotion, and meal deal, and you shall promptly display all point-of-sale advertising and promotion-related information at such places within the Restaurant as SSFC may designate. You shall purchase and distribute all coupons, clothing, toys, and other collateral merchandise (and only the coupons, clothing, toys, and collateral merchandise) designated by SSFC for use in connection with each such program, promotion, or meal deal.

9.6.2. If SSFC develops or authorizes the sale of gift certificates, gift cards and/or stored value cards, loyalty cards, and/or customized promotional receipts, you shall acquire and use all computer software and hardware necessary to process their sale and to process purchases made using them and be solely responsible for the service charges related to such processing. All proceeds from the sale of all gift certificates, gift cards and stored value cards belong exclusively to SSFC, and you shall remit the proceeds of such sales to SSFC according to the procedures that SSFC prescribes periodically. SSFC shall reimburse or credit to you (at SSFC's option) the redeemed value of gift certificates, gift cards and stored value cards accepted as payment for qualified products and services sold by the Restaurant.

9.6.3. You also shall display at the Restaurant all promotional literature and information as SSFC may reasonably require from time to time. This may include, among other things, displaying signage or other literature containing information about the SOUPER SALAD franchise offering.

9.7. Participation in Marketing Programs. You shall at all times cooperate with SSFC and other franchisees of SSFC and shall actively participate in any and all sales, public relations, advertising, cooperative advertising and purchasing programs or promotional programs (including, without limitation, product give-away promotions) which may be developed and implemented by SSFC. Participation may include, without limitation, purchasing and/or acquiring (at your expense) and using **(a)** point of sale materials, **(b)** counter cards, displays, and give away items promoting loyalty programs, prize promotions, movie tie-in promotions, and other marketing campaigns and programs, **(c)** product mix and ingredients for product giveaways, **(d)** equipment necessary to administer loyalty programs and to prepare and print customized purchase receipts, coupons, and similar items, and **(e)** all online and mobile app ordering software Franchisor requires, and pay all associated fees.

9.8. Marketing and Promotion. All marketing and promotion must be conducted in a professional and dignified manner and must conform to our specified standards and requirements. All marketing and promotional materials, including product identification materials, point-of-purchase promotional materials, promotion memorabilia, and merchandise and prizes, will either be provided for you, or be made available to you for purchase through Souper Salad. We may create and license to you, social media accounts, e-mail marketing software accounts and other electronic accounts that use the Marks or any portion of them, used by you with any Internet directory, website, platform, or similar item in the operation of the Franchised Business. You may not create websites, social media accounts, e-mail marketing software accounts or other comparable accounts outside of those which Souper Salad licenses to you.

9.8.1. You shall operate the Franchised Business so that it is clearly identified and advertised as a "SOUPER SALAD" business. You shall use the trademark "SOUPER SALAD" and the other Marks which now or hereafter may form a part of the System, on all signs, paper supplies, business cards, uniforms, advertising materials, technology platforms, signs and other articles in the identical combination and manner as the SSFC may prescribe in

writing you shall supply to SSFC samples or photographs of the same upon SSFC request. You shall comply with all trademark, trade name, service mark and copyright notice marking requirements and you shall supply to SSFC samples or photographs of the same upon our request.

10. POS SYSTEM; ACCOUNTING AND RECORDS; TAXES

10.1. POS System. You shall acquire and use only the point-of-sale cash registers and computer software systems and equipment that SSFC prescribes for use by SOUPER SALAD Restaurants (“**POS System**”) and adhere to SSFC’s requirements for use. You must sign a maintenance agreement with the manufacturer of the POS System and pay the annual service fees to the POS System manufacturer. Other requirements may include, but is not limited to, renewing software maintenance agreements, connection to remote servers, off-site electronic repositories, and high-speed Internet connections; such internet services must comply with our then current standards for bandwidth and speed. As technology or software is developed in the future, SSFC may, in its sole discretion, require you to add to your POS System memory, ports, and other accessories or peripheral equipment or additional, new, or substitute software, and replace or upgrade your POS System and software as SSFC prescribes. You shall acquire, install and maintain such anti-virus and anti-spyware software as SSFC requires, and shall adopt and implement such Internet user policies as SSFC may prescribe for purposes of avoiding, blocking, and eliminating viruses and other conditions that interfere with operation of the POS System. In addition, we may require you to purchase from approved suppliers, at your own cost and expense, the use of a managed security service provider (MSSP) (which provides in-store network security, cyber security, firewall monitoring and failover services), operations, catering, back office, accounting, customer service, credit card and gift card processing, loyalty program processing, online ordering, delivery and other hardware and software in the operation of your Restaurant. The point-of-sale system will store information concerning your sales, inventory, accounting and other operations. You may not further modify or manipulate the database for the computer software systems without our prior consent. We may retrieve from your point-of-sale system and other technology any and all information we consider necessary, desirable or appropriate. There is no contractual limitation on our right to access information or modify the software systems on your point-of-sale system or other required technology. If necessary, we or our approved vendor may utilize remote access to provide required upgrades and installation of hardware for your technology systems. You will have independent access to the information that will be generated or stored in the point-of-sale and reporting system, but you may not manipulate the data that is generated or block or restrict our access to the data.

10.2. Software. You shall: **(a)** use any proprietary software programs, system documentation manuals, and other proprietary materials that SSFC requires in connection with the operation of the Restaurant; **(b)** input and maintain in your computer such data and information as SSFC prescribes in the Manual, software programs, documentation, or otherwise; and **(c)** purchase new or upgraded software programs, system documentation manuals, and other proprietary materials, or execute and renew licenses for existing software, at then-current prices whenever SSFC adopts such new or upgraded programs, manuals, and materials system-wide. You shall acquire and use all online and mobile app ordering software Franchisor requires, and pay all associated fees. You shall enter into all software license agreements, “terms of use” agreements, and software maintenance agreements, in the form and manner SSFC prescribes, and pay all fees imposed thereunder.

10.3. Independent Access. SSFC may independently poll Gross Revenue and other information input and compiled by your POS System from a remote location. There is no limitation on SSFC’s right to access this information.

10.4. Maintenance of Records. You shall prepare and preserve for at least five (5) years from the date of preparation complete and accurate books, records, and accounts according to generally accepted accounting principles and in the form SSFC prescribes.

10.5. Submission of Financial Statements and Tax Returns. You shall provide to SSFC a copy of each Accounting Period’s profit and loss statement on SSFC’s standard form within ten (10) days of the end of each such Accounting Period. Further, no later than April 30 of each calendar year, you shall provide to SSFC a copy of the previous year’s annual profit and loss statements; and year-end balance sheet prepared according to generally accepted accounting principles and signed and verified by an authorized representative attesting to their accuracy. In addition, upon your receipt of SSFC’s request, you will submit a copy of your previous year’s Accounting Periods and a copy of your federal

and state income tax returns for the previous year; provided, however, that if you are an individual franchisee, you may submit only those schedules to your personal tax returns which reflect the revenues and expenses of the Franchised Business.

10.6. Submission of Performance Reports. You shall accurately report to SSFC the Restaurant's Gross Revenue and such other financial information, as SSFC may reasonably require, using the procedures and SSFC prescribes periodically. Reports shall be due on the date prescribed by SSFC, and shall be signed by an authorized representative, attesting to their accuracy. You also shall provide to SSFC such other reports, computer back-up and other information that SSFC may reasonably request.

10.7. Audit of Franchisee Records. SSFC or its designated agent shall have the right to audit, examine and copy your books, records, accounts, and business tax returns at any time. If an inspection or audit reveals underpayment of amounts owed to SSFC, you shall immediately pay the understated amount with interest as provided in Section 4.10. If an audit or inspection reveals your understatement of Gross Revenue by 3% or more for any Accounting Period then, in addition to amounts due on the understatement and interest, you shall promptly reimburse SSFC all costs and expenses that it incurred in connection with performing the audit or inspection (including travel, lodging and wage expenses, and attorneys' and accountants' fees).

10.7.1 SSFC may also contact suppliers and obtain information about your purchases and the status of your account. Upon termination or expiration, SSFC can stop access to our proprietary products from any supplier or distributor, or any services provided to you pursuant to this Agreement.

10.8. Use of Financial Information in Franchise Disclosure Document. You acknowledge and agree that it may be in the best interest of the franchise system to share historical revenue and expense information with prospective franchisees. To that end, you hereby authorize SSFC to publish information concerning the Restaurant's Gross Revenue and other information reported to SSFC in its franchise disclosure document.

10.9. Taxes. You shall promptly pay all taxes due and owing based on your operation of the Restaurant and the Franchised Business including, without limitation, sales taxes, income taxes, and property taxes. Except for taxes which we are required to collect from you in connection with items you purchase from us, we will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property or other taxes, whether levied upon you, the Restaurant, your property, us or the royalty, marketing or any other fees which you pay to us, in connection with the sales made or business conducted by you. Payment of all such taxes will be your responsibility.

10.10 Approved Information Systems. We may designate the information system used in your Franchised Business, including, computer hardware, software, other equipment and enhancements (the "**Information System**"). If you suspect or know of a security breach, you must immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Franchised Business unless otherwise directed by us.

You shall be solely responsible for protecting yourself from disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders and you waive any and all claims you may have against SSFC or its affiliates as the direct or indirect result of such disruptions, failures, or attacks.

You hereby release and agree to hold SSFC and its affiliates, and SSFC's respective officers and directors, harmless from and against any and all claims, liability, damages, or causes of action of any nature arising from, or in connection with, the installation, maintenance, or operation of the information system and its billing and payment processing.

10.11 Right to Inspect. At SSFC's request you shall authorize SSFC and/or its direct third party(s), including accounting and legal professionals, to release to SSFC all accounting and financial records arising from or relating to the operation of the Restaurant including, but not limited to, records evidencing Gross Revenues, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to SSFC on a monthly basis for the length of the unexpired term of this Agreement or until such

time as SSFC withdraws its request. You shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor.

11. INDEPENDENT CONTRACTOR, INSURANCE, AND INDEMNIFICATION

11.1 Independent Contractor. The parties acknowledge and agree that you are operating the Franchised Business as an independent contractor. Nothing contained in this Agreement shall create or be construed to create a partnership, joint venture, or agency relationship between the parties. You acknowledge that the relationship created by this Agreement is solely an arm's length business relationship, and that this Agreement does not create a fiduciary, confidential, or relationship between you and SSFC other than the relationship of franchisor and franchisee according to the terms of this Agreement. Neither party shall have fiduciary or any similar special obligations to the other, or be liable for the debts or obligations of the other. Neither party may bind the other, transact business in the other party's name or in any manner make any promises or representations on behalf of the other party, nor contract any debts or obligations on behalf of the other party, or their Affiliates, unless otherwise agreed in writing by the parties. You shall conspicuously identify yourself and the Franchised Business in all dealings with your customers, contractors, suppliers, public officials, and others, as an independent franchisee of SSFC, and shall place a conspicuous notice, in the form and at such place as SSFC prescribes, notifying the public of such independent ownership.

11.1.1. Franchisor has no right to, and will not, directly control or direct the operations of Franchisee's Restaurant or its premises. Any required Standards in this Agreement (and those in the Manual(s)) exist to protect Franchisor's interests in the System and the marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over Franchisee's business. Franchisor is not the employer of Franchisee and is not the employer (or joint employer) of Franchisee's employees. Franchisee will exercise complete control over, and have full responsibility for, its contracts, daily operations, labor relations, employment and personnel practices and policies, and management and operation of the Restaurant, including the recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of its employees.

11.1.2. You will not take any action that may imply that we are responsible, or which may result in liability to us for any of your indebtedness or obligations.

11.2. Insurance Obligations.

11.2.1. You shall maintain in full force and effect at all times during the term of this Agreement, at your expense, an insurance policy or policies protecting you, SSFC and the SSFC Insureds against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense arising or occurring upon or in connection with the operation of the Franchised Business.

11.2.2. Such policy or policies shall: **(a)** be written by insurer(s) licensed and admitted to write coverage in the state in which the Franchised Business is located and with a rating of "A" or better as set forth in the most recent edition of Best's Key Rating Guide; **(b)** name SSFC and the SSFC Insureds as additional insureds on a primary non-contributory basis to the general liability policy and the auto liability policy, **(c)** the additional insured coverage must be provided on an Additional Insured Grantor of Franchise Endorsement form CG2029 (or an endorsement form with comparable wording acceptable to SSFC); and **(d)** comply with SSFC's written requirements at the time such policies are obtained, and provide at least the types and minimum amounts of coverage specified below or as described within SSFC's written notice to you.

11.2.3. Such policies shall include, at the minimum, the following policies:

(a) Workers' compensation insurance including Occupational Disease meeting the statutory requirements of the state in which the work is to be performed and Employer's Liability insurance with policy limits of five hundred thousand dollars (\$500,000) per accident; five hundred thousand dollars (\$500,000) disease aggregate; five hundred thousand dollars (\$500,000) disease per employee.

(b) Commercial general liability insurance written on ISO occurrence form CG 00 01 04 13 (or a substitute form providing equivalent coverage) against claims for bodily injury, property damage, and personal and advertising injury caused by or occurring in conjunction with the operation of the Restaurant (or otherwise in conjunction

with your conduct of business pursuant to this License) under one or more primary policies of insurance, each on an occurrence basis, with limits not less than two million dollars (\$2,000,000) per project/general aggregate; one million dollars (\$1,000,000) products/completed operations aggregate; one million dollars (\$1,000,000) personal injury and advertising injury; one million dollars (\$1,000,000) per occurrence. Souper Salad FC, LLC, Souper Salad, LLC and any other party or parties designated by us shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the excess liability coverage. These policies must provide primary coverage with respect to any other insurance or self-insurance afforded to SSFC;

(c) Motor vehicle/automobile liability insurance for hired, owned and non-owned vehicles, against claims for bodily injury, including death and property damage caused by or occurring in conjunction with the operation of the Restaurant (or otherwise in conjunction with your conduct of business pursuant to this License) with combined single limit coverage (personal injury, bodily injury, death and property damage) of at least one million dollars (\$1,000,000) for each accident;

(d) Umbrella or Excess Liability Insurance providing excess coverage for Employer's Liability, Commercial General Liability, and Auto Liability, with the same features as items (a), (b) and (c) above (follow-form) with limits of not less than three million dollars (\$3,000,000) per location;

(e) All-risk building and contents insurance including wind, flood and earthquake, vandalism and theft insurance for the replacement value of the Restaurant and its contents;

(f) Data privacy/cyber liability insurance, including first party coverage (forensics investigation, notification, credit monitoring, loss of business income, crisis management) and third party coverage, with coverage limits of no less than \$1,000,000;

(g) Business interruption insurance for a period adequate to reestablish normal business operations (minimum of twelve (12) months), with coverage to include royalties due to franchisor and off-premises power; and

(h) Builders' risk insurance on a completed value non-reporting basis during the period of construction and/or any remodeling of the Restaurant.

11.2.4. In connection with any and all insurance that you are required to maintain under Section 11.2., you and your insurers shall agree to waive their rights of subrogation against SSFC, and you shall provide evidence of such waiver in accordance with this Section 11.2. Each year SSFC may unilaterally modify the insurance minimum coverage requirements by delivery to you written notice of the change, which may include an increase to the minimum coverage requirements to reflect changes in inflation or as market conditions warrant.

11.2.5. Your obligation to obtain and maintain insurance shall not be limited in any way by reason of any insurance that may be maintained by SSFC, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 11.3. of this Agreement.

11.2.6. All public liability and property damage policies shall contain a provision that SSFC and its Affiliates, although named as additional insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to SSFC, or the SSFC Insureds by reason of your negligence.

11.2.7. At least ten (10) days prior to the time you are first required to carry insurance, and thereafter at least thirty (30) days prior to the expiration of any policy, you shall deliver to SSFC certificate of insurance evidencing your compliance with this Article 11. Each certificate of insurance shall expressly provide that no less than thirty (30) days' prior written notice shall be given to SSFC in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by such certificates.

11.2.8. If you fail to procure or maintain these minimum insurance requirements, SSFC or its designee shall have the right and authority (but not the obligation) to procure such insurance on your behalf. Such right shall be in addition to and not in lieu of any other rights or remedies available to SSFC. If this occurs, you shall reimburse SSFC the cost of the premium upon demand.

11.2.9. You acknowledge that the foregoing minimum insurance requirements do not constitute advice or a representation that such coverages are necessary or adequate to protect you from losses in connection with the Franchised Business. Nothing in this Agreement prevents or restricts you from acquiring and maintaining insurance with higher policy limits or lower deductibles than SSFC requires

11.3. **Indemnification.** You shall indemnify and defend to the fullest extent by law, SSFC, its parent company, its Affiliates and their respective directors, officers, employees, shareholders, members, agents, successors and assigns, (collectively the “**Indemnitees**”) from any and all “**losses and expenses**” (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with your operation of the Franchised Business and/or the Restaurant including, but not limited to, claims arising as a result of the maintenance and operation of vehicles or the Franchised Location (collectively an “**event**”), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the Indemnitees; provided, however, that this indemnity shall not apply to any liability arising from the gross negligence of Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided in this Agreement shall extend to any finding of comparative negligence or contributory negligence attributable to you). For the purpose of this Section 11.3, the term “**losses and expenses**” shall be deemed to include compensatory, exemplary, or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to SSFC's reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses. Under no circumstances shall SSFC be required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim under this provision, and SSFC's failure to seek such recovery or mitigate its loss will in no way reduce the amounts of recovery by SSFC under this provision. You shall give SSFC prompt notice of any event of which you are aware, for which indemnification is required, and, at your expense and risk, SSFC may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement thereof, provided that SSFC will seek your advice and counsel. Any assumption by SSFC shall not modify your indemnification obligation. SSFC may, in its sole and absolute discretion, take such actions as it seems necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereof as may be, in SSFC's sole and absolute discretion, necessary for the protection of the Indemnitees or the System.

12. TRANSFER OF INTEREST

12.1 **Transfer by SSFC.** SSFC may transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of SSFC's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations and shall become solely responsible for all of SSFC's obligations under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, you expressly affirm and agree that SSFC and/or its Affiliates may sell their assets, the Proprietary Products, the Marks or Copyrighted Works, or the System; may sell securities in a public offering or in a private placement; may merge, acquire other corporations, or be acquired by another corporation; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring. With regard to any of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of SSFC's name, the Proprietary Products, the Marks (or any variation thereof), the Copyrighted Works, the System and/or the loss of association with or identification of Souper Salad FC, LLC as the franchisor under this Agreement. You specifically waive any and all other claims, demands or damages arising from or related to the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing. You agree that SSFC has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities (including, without limitation, if such location is within the Protected Area), and to operate, franchise or license those businesses and/or facilities as SOUPER SALAD Restaurants operating under the Marks, the Copyrighted Works, or any other marks following SSFC's

purchase, merger, acquisition or affiliation, regardless of the location of these facilities (which you acknowledge may be proximate to the Franchised Business).

12.2. Transfer by Individual Franchisee to Business Entity for Convenience. If you are an individual, you may transfer your interest in this Agreement to a Business Entity for convenience of operation within the first twelve (12) months of this Agreement by signing SSFC's standard form of assignment and assumption agreement if **(a)** the Business Entity is formed solely for purposes of operating the Franchised Business, **(b)** you own and control 100% of the equity interest, **(c)** you provide to SSFC a copy of the Business Entity's formation and governing documents and a certificate of good standing from the jurisdiction under which the Business Entity was formed, and **(d)** you pay to SSFC a \$1,500 transfer fee.

12.3. Transfer Among Owners; Transfer of Non-Controlling Interest. If you are a Business Entity, your Owners may transfer their ownership interests in the Business Entity among each other, and may transfer up to a Non-Controlling Interest in the Business Entity to one or more third parties, if **(a)** you have provided to SSFC advance notice of the transfer, **(b)** Attachment C has been amended to reflect the new ownership, **(c)** each new Owner has signed a Guaranty and Personal Undertaking in the form of Attachment D-1, and **(d)** you pay to SSFC a \$2,500 transfer fee.

12.4. Transfer of Agreement; Transfer of Controlling Interest. All other transfers (including any sale or transfer of your interest in this Agreement, the sale or transfer of all or substantially of the assets of the Restaurant in connection with a transfer of this Agreement, and the sale of a Controlling Interest in you if you are a Business Entity) require SSFC's prior written consent. For the purpose of determining whether you are transferring and/or selling a Controlling Interest or a Non-Controlling Interest, "**Control**" shall mean the ability to direct the business decisions of a business entity or to exercise the voting rights of fifty percent (50%) or more of the voting shares of a business entity, or ownership of fifty percent (50%) or more of the shares of a business entity, or the ability to appoint half or a majority of the directors (or equivalent officers) of a business entity. SSFC will not unreasonably withhold its consent to a transfer, but may condition its consent on satisfaction of any or all of the following:

12.4.1. You shall have requested consent in writing and delivered to SSFC a copy of the proposed transfer agreements, including sale terms, at least thirty (30) days prior to the proposed transfer, and SSFC has determined, in its sole and reasonable discretion, that the terms of the sale will not materially and adversely affect the post transfer viability of the Franchised Business;

12.4.2. The transferee has demonstrated to SSFC's satisfaction that the transferee **(a)** meets SSFC's then-current educational, managerial and business standards, **(b)** possesses a good moral character, business reputation and credit rating, **(c)** has the aptitude and ability to operate the Franchised Business, and **(d)** has sufficient equity capital to operate the Franchised Business;

12.4.3. All of your accrued monetary obligations and all other outstanding obligations to SSFC, its Affiliates, and third party suppliers shall be up to date, fully paid and satisfied;

12.4.4. You must be in full compliance with this Agreement and any other agreements between you and SSFC, its Affiliates and your suppliers;

12.4.5. You or the transferee shall have agreed to refurbish the Restaurant premises so that it meets SSFC's image requirements for new SOUPER SALAD Restaurants (if applicable);

12.4.6. You and each Owner shall have executed a general release, in a form satisfactory to SSFC, of any and all claims against SSFC, its parent company and its Affiliates and their respective officers, directors, shareholders, members, agents, employees, successors and assigns in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that any release will not be inconsistent with any state law regulating franchising;

12.4.7. You or the transferee has paid the applicable Transfer Fee in the amount set forth in the Summary Pages (i.e., 50% of the then-current Initial Franchise Fee), and has reimbursed SSFC for all reasonable costs and expenses it incurred (including its attorneys' fees) in facilitating the transfer;

12.4.8. The transferee has executed SSFC's then-current form of franchise agreement, the terms of which may be materially different than the terms of this Agreement and may include, among other things, a different percentage royalty fee and different advertising obligations. The term of such agreement shall be the remaining term of this Agreement at the time of transfer. The transferee shall have the option, however, to purchase a longer term (not to exceed a total of ten (10) years) by paying an extended term fee ("**Extended Term Fee**"). The Extended Term Fee will be calculated as SSFC's then-current initial franchise fee divided by the number of days included in the initial term of the then-current franchise agreement, multiplied by the number of days of additional term being purchased by the transferee;

12.4.9. If the transferee is a Business Entity, then the transferee's Owners each shall sign SSFC's standard form of Guaranty and Personal Undertaking. If any person required to sign a Guaranty and Personal Undertaking is a corporation or other business entity (an entity other than a natural person), then its owners and parents also shall execute the Guaranty and Personal Undertaking; it being the intent of the parties that each entity in the chain of ownership, and each natural person holding a beneficial interest in the franchise, either directly or indirectly through business entities, will also execute the Guaranty and Personal Undertaking;

12.4.10. The transferee shall have complied with SSFC's then-current initial training requirements; and

12.4.11. If SSFC introduced the buyer to you, you have paid all fees due SSFC under its then-current franchise resale policy or program.

12.5. Transfers Void. Any purported transfer, by operation of law or otherwise, made without SSFC's prior written consent will be considered null and void and will be considered a material breach of this Agreement.

12.6. Security Interest. You may grant a security interest in this Agreement or the franchise represented by this Agreement only to the limited extent permitted by Section 9-408 of the Uniform Commercial Code. Any such security interest may only attach to an interest in the proceeds of the operation of the Franchised Business and may not entitle or permit the secured party to take possession of or operate the Franchised Business or to transfer your interest in the franchise without SSFC's consent.

12.7. Public Offerings. If you are a Business Entity and you intend to issue equity interests pursuant to a public or private offering, you shall first obtain SSFC's written consent, which consent shall not be unreasonably withheld. You must provide to SSFC for its review a copy of all offering materials (whether or not such materials are required by applicable securities laws) at least sixty (60) days prior to such documents being filed with any government agency or distributed to investors. No offering shall imply (by use of the Marks or otherwise) that SSFC is participating in an underwriting, issuance or offering of your securities, and SSFC's review of any offering shall be limited to ensuring compliance with the terms of this Agreement. SSFC may condition its approval on satisfaction of any or all of the conditions set forth in Section 12.4 and on execution of an indemnity agreement, in a form prescribed by SSFC, by you and any other participants in the offering. For each proposed offering, you shall pay to SSFC a retainer in an amount determined by SSFC, which SSFC shall use to reimburse itself for the reasonable costs and expenses it incurs (including, without limitation, attorneys' fees and accountants' fees) in connection with reviewing the proposed offering.

12.8. Right of First Refusal. If you receive a bona fide offer to purchase your interest in this Agreement or a bona fide offer to purchase all or substantially all of the assets of the Franchised Business in connection with the buyer's acquisition of a franchise for a SOUPER SALAD Restaurant, or if any Owner receives a bona fide offer to purchase his or her equity interests in you, and you or such Owner wishes to accept such offer, you or the Owner must deliver to SSFC written notification of the offer and, except as otherwise provided herein, SSFC shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to purchase the seller's interest on the same terms and conditions offered by the third party. If the bona fide offer provides for the exchange of assets other than cash or cash equivalents, the bona fide offer shall include the fair market value of the assets and you shall submit with the notice an appraisal prepared by a qualified independent third party evidencing the fair market value of such assets as of the date of the offer. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by SSFC as in the case of an initial offer. If SSFC elects to purchase the seller's interest, closing on such purchase must occur by the later of: **(a)** the closing date specified in the third party offer; or **(b)** within sixty (60) days from the date of notice to the seller of SSFC's election to purchase. SSFC's failure to exercise

the option described in this Section 12.8, shall not constitute a waiver of any of the transfer conditions set forth in this Article 12.

12.9. Transfer Upon Death or Incapacitation. Upon the death or permanent incapacity (mental or physical) of any person with an interest in this Agreement, in you, or in all or substantially all of the assets of the Franchised Business, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by SSFC within six (6) months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as an *inter vivos* transfer, except that the transfer fee shall be waived. In the case of transfer by devise or inheritance, however, if the heirs or beneficiaries of any such person are unable to meet the conditions of this Section 12.9, the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by SSFC within six (6) months, which disposition shall be subject to all the terms and conditions for transfer contained in this Agreement. If the interest is not disposed of within such period, SSFC may, at its option, terminate this Agreement, pursuant to Section 13.5.

12.10. Non-Waiver of Claims. SSFC's consent to a transfer shall not constitute a waiver of any claims it may have against the transferring party, and it will not be deemed a waiver of SSFC's right to demand strict compliance with any of the terms of this Agreement, or any other agreement to which SSFC's and the transferee are parties, by the transferee.

12.11. Disclosure to Transferee. SSFC may communicate directly with any prospective transferee. You expressly consent to SSFC, its Affiliates, contractors, suppliers, or vendors disclosing to the prospective transferee any information SSFC deems appropriate. You release SSFC, its Affiliates, contractors, suppliers, and vendors, and their respective directors, officers, employees, and agents from any claims, losses, or liability of yours resulting from any disclosure made by SSFC in good faith. Nothing in this provision is intended to obligate SSFC to provide any information to a prospective transferee.

12.12 For Sale Advertising. You shall NOT, without prior written consent of SSFC, place in, on or upon the area of the Franchised Business, or in any communication media, any form of advertising relating to the sale of the Franchised Business or the rights granted hereunder.

13. DEFAULT AND TERMINATION

13.1. Termination In the Event of Bankruptcy or Insolvency. You shall be deemed to be in default under this Agreement, and all rights granted to you in this Agreement shall automatically terminate without notice, **(a)** if you become insolvent or make a general assignment for the benefit of creditors; **(b)** if a petition in bankruptcy is filed by you or such a petition is filed and against you and you do not oppose it; **(c)** if you are adjudicated as bankrupt or insolvent; **(d)** if a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you; **(e)** if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; **(f)** if proceedings for a composition with creditors under any state or federal law is instituted by or against you; **(g)** if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed); **(h)** if you are dissolved; **(i)** if execution is levied against your business or property; **(j)** if judicial, non-judicial or administrative proceedings to foreclose any lien or mortgage against the Franchised Location premises or assets or equipment is instituted against you and not dismissed within thirty (30) days; or **(k)** if the real or personal property of the Franchised Business is sold after levy thereupon by any sheriff, marshal, or constable.

13.2. Termination with Notice and Without Opportunity to Cure. SSFC has the right to terminate this Agreement, which termination will become effective upon delivery of notice without opportunity to cure if: **(a)** your Managing Owner or Key Person fails to successfully complete training; **(b)** you fail to acquire a site by the Control Date; **(c)** you fail to open the Restaurant for business by the Opening Date; **(d)** you abandon the Franchised Business (which will be presumed if you cease operations for three (3) consecutive days or more); **(e)** you lose any license required to operate the Franchised Business or you lose your right to occupy the Restaurant premises; **(f)** you or any Owner or Key Person is convicted of, or pleads no contest to, a felony, a crime involving moral turpitude, or any other crime or offense that

SSFC believes is reasonably likely to have an adverse effect on the System; **(g)** there is any transfer or attempted transfer in violation of Article 12 of this Agreement; **(h)** you or any Owner fails to comply with the confidentiality or noncompete covenants in Section 15.1 of this Agreement; **(i)** you or any Owner has made any material misrepresentations in connection with your franchise application; **(j)** you fail to comply with notification requirements set forth in Sections 6.1.(c) or (d) concerning investigations and Crisis Management Events; **(k)** you understate any payment to SSFC by 3% or more, or understate any such payment in any amount, twice in any two-year period; **(l)** if an imminent threat or danger to public health or safety results from the operation of the Franchised Business; **(m)** you knowingly maintain false books or records or submit any false reports or statements to SSFC; **(n)** you offer unauthorized products or services from the Restaurant premises or in conjunction with the Marks or Copyrighted Works; **(o)** purchase items from an unapproved source when SSFC has identified Designated Supplier(s) or Designated Distributor(s); **(p)** failure to pass two (2) or more quality assurance inspections within any rolling 12-month period; **(q)** failure to participate in any advertising or marketing program pursuant to Sections 9.5 or 9.6 on two (2) or more occasions within any rolling 12-month period; or **(r)** SSFC delivers to you three (3) or more written notices of default pursuant to this Article 13 within any rolling 12-month period, whether or not the defaults described in such notices ultimately are cured.

13.3. Termination with 10-Day Cure Period. SSFC has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure the following defaults within ten (10) days after delivery of written notice: **(a)** your failure to obtain or maintain required insurance coverage; **(b)** your failure to pay Royalty Fees or any other amounts due to SSFC or its Affiliates under this Agreement; **(c)** your failure to pay any amounts due to your trade creditors (unless such amount is subject to a bona fide dispute); **(d)** your failure to pay any amounts for which SSFC has advanced funds for your or on your behalf, or upon which SSFC is acting as guarantor of your obligations; **(e)** your violation of any provision of this Agreement concerning the use and protection of the Marks or Copyrighted Works; or **(f)** your violation of any provision of this Agreement concerning the preparation, service, appearance or quality of SOUPER SALAD products.

13.4. Termination with 30-Day Cure Period. Except as otherwise provided in this Article 13, SSFC has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure any curable default within thirty (30) days after delivery of written notice.

13.5. Termination Related to Death or Permanent Incapacity. SSFC has the right to terminate this Agreement if an approved transfer as required by Section 12.9 is not effected within the designated time frame following a death or permanent incapacity (mental or physical).

13.6. Termination by Franchisee. Franchisor will have the right to cure any of our defaults under this Agreement for sixty (60) days after you provide us with written notice of such default; provided, however that if such default cannot reasonably be cured within sixty (60) days, and provided that we commence to cure within sixty (60) days after your written notice is delivered and continue to diligently pursue such cure, we will not be deemed to be in breach hereunder. You will not be permitted to terminate the Agreement due to any material breach or material default of our obligations without providing us with written notice and opportunity to cure the default as provided in this Section 13.6.

13.7. Cross-Default. Except for a default or termination of any Area Development Agreement between you or your Affiliate and SSFC solely on account of your failure to meet the applicable development schedule (which shall not be considered a default under this Agreement), any default under any agreement between you or any of your Affiliates and SSFC or any of its Affiliates (including any other franchise agreement between SSFC and you or your Affiliate), and failure to cure within any applicable cure period, shall be considered a default under this Agreement and shall provide an independent basis for termination of this Agreement. Termination of an Area Development Agreement solely on account of your failure to meet the applicable development schedule will not be considered a default or provide grounds for termination of this Agreement.

13.8. Additional Remedies. In addition to, or in lieu of, termination of this Agreement, in its sole discretion, SSFC may require the Restaurant be closed during any cure period relating to a default based on public health and safety concerns. SSFC may, in its discretion, also require you to submit a walkthrough video of your Restaurant for SSFC's review to verify a default has been cured.

13.9. Step-In Rights. To prevent any interruption of the business of the Restaurant, you hereby authorize SSFC, and SSFC shall have the right, but not the obligation, to operate the Restaurant on your behalf for as long as SSFC deems necessary and practical, and without waiver of any other rights or remedies SSFC may have under this Agreement, in the event that: (a) your Operations Manager is absent or incapacitated by reason of illness, death or disability and, therefore, in SSFC's sole determination, you are not able to operate the Restaurant in full compliance with this Agreement, or (b) any allegation or claim is made against your or any of your Owners, or the operation of the Restaurant, involving or relating to fraudulent, deceptive or illegal practices or activities. If SSFC undertakes to operate the Restaurant pursuant to this Section 13.9., SSFC shall have the right to collect and pay from the revenues of the Restaurant all operating expenses including, without limitation, Royalty Fees, Brand Development Fund Fees, and employee salaries, and further shall be entitled to collect, as compensation for its efforts, a reasonable management fee not to exceed 10% of Gross Revenues. You shall indemnify and hold harmless SSFC from any and all claims arising from the alleged acts and omissions of SSFC and its representatives.

14. OBLIGATIONS UPON TERMINATION OR EXPIRATION

14.1. Cease Use of Marks and Copyrighted Works; Cancellation of Fictitious Name; Assignment of E-mail Addresses, URLs, Domain Names, Internet Listings. Upon termination or expiration of this Agreement, you shall immediately cease all use of the Marks, Copyrighted Works and Confidential Information. You shall cancel any assumed name registration containing the Marks. You shall, at SSFC's option and request, assign to SSFC all rights to all e-mail addresses, URLs, domain names, Internet listings, and Internet accounts related to the Franchised Business. You hereby appoint SSFC as your attorney-in-fact with full power and authority for the sole purpose of assigning these rights to SSFC. This appointment is deemed to be coupled with an interest and shall continue in full force and effect for twelve (12) months following termination or expiration of this Agreement.

14.2. Assignment of Lease; De-Identification. You hereby grant SSFC or its designee the option to assume your lease upon expiration or termination of the Franchise Agreement. Such option shall be exercised by delivering to you written notice within thirty (30) days following termination or expiration of this Agreement. If SSFC or its designee assumes your lease, you agree to sell, transfer, and convey to the assignee your interest (if any) in all leasehold improvements, without further consideration. If SSFC does not request assignment of the lease before expiration of this 30-day period, then within ten (10) days after termination or expiration of this Agreement, you shall modify the Restaurant premises (including, without limitation, the changing of the color scheme and other distinctive design features, and the changing of and assigning to SSFC of, the telephone numbers) as may be necessary to distinguish the appearance of the Franchised Location from that of other SOUPER SALAD Restaurants, and shall make such specific additional changes to the Franchised Location as SSFC may reasonably request for that purpose. Because of the likelihood of confusion as to source, you covenant not to assign or sublet the lease after termination or expiration without renewal, to any person or Business Entity that will sell from the premises, any soups or salads (prepared or make your own) until the décor and configuration of the premises has been sufficiently modified so as not (in SSFC's reasonable opinion) to cause consumer confusion. If you fail to de-identify the Restaurant premises within a reasonable time, you hereby grant a license to SSFC's personnel and designees to enter upon the Restaurant premises and take all actions necessary to de-identify the premises as a SOUPER SALAD Restaurant including, without limitation, removing all signage, advertising materials, trade dress, displays, proprietary equipment, and Proprietary Products, and any other items which display the Marks or reflect SSFC's trade dress. SSFC may charge a reasonable fee for its services; you agree to pay the fee on demand and to reimburse SSFC for all de-identification related costs that it incurred.

14.3. Return of Manuals and Other Confidential Information. You shall immediately deliver to SSFC the Manuals and all other manuals, records, correspondence, files, and any instructions containing Confidential Information relating to the operation of the Franchised Business which are in your possession; and all copies thereof (all of which are acknowledged to be the property of SSFC).

14.4. Our Option to Purchase Restaurants.

(a) Option to Purchase. Upon expiration or termination of this Agreement other than as a result of our default and if no successor franchise agreement has been executed, we or our assignee will have the option (but not

the obligation), exercisable by giving written notice thereof within sixty (60) days from the date of such termination or expiration, to acquire from you the inventory of Proprietary Products, materials, and supplies that are in good and saleable condition and not obsolete or discontinued (the “**Inventory**”) and the equipment, furnishings, signs, and the other tangible assets of the Restaurants (collectively, with the Inventory, the “**Assets**”). We will have the unrestricted right to assign this option to purchase and our rights under this Section 14.4. We will be entitled to all customary warranties and representations in connection with our purchase, including, without limitation, representations and warranties as to ownership, condition of and title to the Assets, absence of liens and encumbrances on the Assets, and validity of contracts and agreements and liabilities benefiting us or affecting the Assets, contingent or otherwise.

(b) Purchase Price. The purchase price for the Assets will be the lesser of fair market value or your cost. Title to the purchased assets shall be delivered free and clear of all encumbrances. If the parties cannot agree on the fair market value within thirty (30) days after we exercise our purchase option, fair market value shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs and shall split the appraisal fees equally. If we elect to exercise our purchase option, we may set off against the purchase price all amounts that you owe to us or our affiliates.

(c) Payment of Purchase Price. The purchase price will be paid in cash at the closing of the purchase, which will take place no later than ninety (90) days after your receipt of our notice of exercise of this option to purchase the Restaurants, at which time you will deliver instruments transferring to us good and merchantable title to the Assets purchased, free and clear of all liens and encumbrances and with all sales and other transfer taxes paid by you, and with all licenses or permits of the Restaurants which may be assigned or transferred. If the closing of the purchase does not occur within the ninety (90) day period because you fail to act diligently in connection with the purchase, the purchase price will be reduced by 10%. The purchase price will be further reduced by 10% per month for each subsequent month you fail to act diligently to consummate the purchase. Prior to closing, you and we will comply with the applicable bulk sales provisions, if any, of the Uniform Commercial Code as enacted in the state where the Restaurant is located.

(d) Lease of Premises. In connection with the purchase of the Assets of the Restaurant, you will also deliver to us an assignment of the lease for the Premises (or, if assignment is prohibited, subleases for the full remaining term on the same terms and conditions as your lease). If you own the Premises, you agree to lease the Premises to us pursuant to the terms of our standard lease, for a term of five years with three successive five (5) year renewal options at fair market rental during the initial and renewal terms.

(e) Interim Management. If we exercise the option to purchase the Restaurant, pending the closing of such purchase, we may appoint a manager to maintain the operation of the Restaurant or, at our option, require you to close the Restaurant during such time period without removing any assets. If we appoint a manager to maintain the operation of the Restaurant pending closing of such purchase, all funds from the operation of the Restaurant during the period of management by our appointed manager will be kept in a separate fund, and all expenses of the Restaurant, including compensation, other costs, and travel and living expenses of our appointed manager, will be charged to such fund. As compensation for such management services, we will charge such fund 10% of the Gross Revenue of the Restaurant during the period of our management. Operation of the Restaurant during any such period will be on your behalf, provided that we will have a duty only to utilize our good faith effort and will not be liable to you for any debts or obligations incurred by the Restaurant or to any of your creditors for any merchandise, materials, supplies or services purchased by the Restaurant during any period in which the Restaurant is managed by our appointed manager. You will maintain in force for the Restaurant all insurance policies required by this Agreement until the date of closing.

(f) Termination of Franchise. Upon the closing of the purchase of the Assets and satisfaction by you of all of your obligations under this Agreement accruing through the closing, this Agreement will terminate.

14.5. Liquidated Damages. If you prematurely close the Restaurant or abandon the Franchised Business (other than pursuant to Section 13.6 above), or if SSFC terminates the Franchise Agreement because of your material default (which includes your failure to pay any amounts owing to SSFC or its Affiliates and your failure to pay your trade

creditors as required by this Agreement), you shall promptly pay to SSFC, as liquidated damages for the loss of the benefit bargained for in this Agreement due to premature termination only, and not as a penalty or as damages for breaching this Agreement or in lieu of any other payment, a lump sum equal to the average weekly Royalty Fee for the 26-week period immediately preceding termination, multiplied by the number of weeks remaining in the current Term, discounted to present value. If the Restaurant was closed during any part of the 26-week period or if there was a Royalty Fee waiver, reduction or deferral program in effect during such 26-week period, to the extent applicable, then the Royalty Fee for any such week or partial week will be presumed to be the highest weekly Royalty Fee that would have been otherwise payable during the 26-week period if the Restaurant would not have been closed and/or the Royalty Fee would not have been waived, reduced or deferred (to the extent applicable). Notwithstanding the foregoing, we will permit you to close the Restaurant and will waive our right to collect liquidated damages and lost future profit damages based on your premature closure of the Restaurant if: (1) you deliver to SSFC written notice of the proposed closure at least sixty (60) days prior to the closure, (2) the notice includes profit and loss statements for the previous 6-month period, prepared according to the accounting method you use to prepare Federal income tax reports, (3) the profit and loss statements demonstrate to SSFC's reasonable satisfaction that the Restaurant sustained a net cumulative loss during the 6-month period despite your compliance with this Agreement and SSFC's standards, and despite that your operating expenses were reasonable in SSFC's sole judgment, and (4) you and each person who has guaranteed your obligations under this Agreement signs a termination agreement and general release of all claims against SSFC in a form SSFC prescribes; however, if a general release is prohibited, you shall give the maximum release allowed by law.

14.6. Trademark Infringement. If you contest termination and/or fail to comply with your post-termination obligations, and a court of competent jurisdiction upholds such termination, your operation of the Restaurant from and after the date of termination, will constitute willful trademark infringement and unfair competition by you, and you shall be liable to SSFC for damages resulting from such infringement in addition to any fees paid or payable hereunder, including, without limitation, any profits that you derived from such post-termination operation of the Restaurant.

15. COVENANTS

15.1 Non-Competition During Term of Agreement. You and each Owner acknowledge that you and each Owner will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques and trade secrets of SSFC and the System. You and each Owner also agree that the license to use the Marks and to receive the benefit of the goodwill symbolized by the Marks will provide a competitive advantage and is the primary reason you are entering into this Agreement. You and each Owner covenant and agree that during the term of this Agreement, except as otherwise approved in writing by SSFC, you and, if applicable, such Owner, shall not, either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any person, or legal entity:

15.1.1 Divert or attempt to divert any present or prospective customer of the Franchised Business 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; or

15.1.2 Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any Competitive Business at any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which SSFC or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks.

15.2 Non-Competition After Expiration or Termination of Agreement. For a continuous, uninterrupted two (2) year period commencing upon a transfer permitted under Section 12 of this Agreement, expiration of this Agreement, or termination of this Agreement (regardless of the cause for termination), you shall not either directly or indirectly, for yourselves, or through, on behalf of, or in conjunction with any Restricted Person and/or any other person, persons, or legal entity, own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with a Competitive Business, that (i) is, or is intended to be, located at the location of the former Franchised Business; (ii) within the former Protected Area of the Restaurant (or, if there was no Protected Area,

within a five-mile radius of the Restaurant); or *(iii)* within a five-mile radius of any other restaurant operating under the System and Marks in existence or under development at the time of such expiration, termination or transfer. If any Owner ceases to be an Owner of the franchisee for any reason during the term of this Agreement, the foregoing covenant shall apply to the departing Owner for a two (2) year period beginning on the date such person ceases to meet the definition of an Owner. The two (2) year restrictive period described in this Section 15.2, shall be tolled during any period of noncompliance.

15.3 Additional Provisions. The parties acknowledge and agree that SSFC has the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 15.1 and 15.2, or any portion thereof, without your consent or the consent of any Owner, effective immediately upon delivery of written notice to the affected party; and you and each Owner agree that such person shall comply forthwith with any covenant as so modified. You and each Owner expressly agree that the existence of any claims you may have against SSFC, whether or not arising from this Agreement, shall not constitute a defense to SSFC's enforcement of the covenants in this Article 15. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by SSFC in connection with the enforcement of this Article 15.

15.4. Covenants from Individuals. Your Key Person, if applicable, and each individual who attends SSFC's training program shall be required to sign a confidentiality and non-compete agreement substantially in the form attached as Attachment D-2 to this Agreement. You shall be responsible for ensuring compliance with such agreement.

15.5. Breach of Covenants Causes Irreparable Injury. You acknowledge that your violation of any covenant of this Article 15 would result in irreparable injury to SSFC for which no adequate remedy at law may be available, and you consent to the issuance of, and agree to pay all court costs and reasonable attorneys' fees incurred by SSFC in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to such conduct or action.

15.6. Exception for Publicly Held Companies. The foregoing restrictions shall not apply to your ownership or any Owner's ownership of less than a 5% beneficial interest in the outstanding equity securities of any company registered under the Securities Act of 1933 or the Securities Exchange Act of 1934.

15.7. Improvements. If you, your employees, or Owners develop any new concept, process or improvement in the operation or promotion of a SOUPER SALAD Restaurant (an "**Improvement**"), you agree to promptly notify SSFC and provide SSFC with all necessary related information, without compensation. Any such Improvement shall become SSFC's sole property and SSFC shall be the sole owner of all related patents, patent applications, and other intellectual property rights. You and your Owners hereby assign to SSFC any rights you or your Owners may have or acquire in the Improvements, including the right to modify the Improvement, and waive and/or release all rights of restraint and moral rights therein and thereto. You and your Owners agree to assist SSFC in obtaining and enforcing the intellectual property rights to any such Improvement in any and all countries and further agree to execute and provide SSFC with all necessary documentation for obtaining and enforcing such rights. You and your Owners hereby irrevocably designate and appoint SSFC as agent and attorney-in-fact for you and for them to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property right related to any such Improvement. In the event that the foregoing provisions of this Section 15.7 are found to be invalid or otherwise unenforceable, you and your Owners hereby grant to SSFC a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the Improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe on you or your Owners' rights therein.

15.8. Enforcement of Covenants. You acknowledge and agree that (i) this section is reasonable because it promotes and protects the subject matter of this Agreement and/or the underlying relationship and/or deters any potential conflict of interest; (ii) the time, territory, and scope of the covenants provide in this Section are reasonable and necessary for the protection of our legitimate business interests; (iii) you have received sufficient and valid consideration in exchange for those covenants; (iv) enforcement of the same would not impose undue hardship because you have sufficient professional skills; and (v) the period of protection provided by these covenants will not be reduced by any period of time during which you are in violation of the provisions of those covenants or any period of time required for enforcement of those covenants. To the extent that this Section is judicially determined to be

unenforceable by virtue of its scope or in terms of area, restricted activity or length of time, but may be made enforceable by reductions of any or all thereof, the same will be so modified and enforced to the fullest extent permissible. You agree that the existence of any claim you may have against us, whether or not arising from this Agreement, will not constitute a defense to our enforcement of the covenants contained in this Section. You acknowledge that any breach or threatened breach of this Section will cause us irreparable injury for which no adequate remedy at law is available, and you consent to the issuance of a temporary or permanent injunction prohibiting any conduct violating the terms of this Section. Such injunctive relief will be in addition to any other remedies or claims for damages that we may have.

15.9. Disputed Enforcement. The parties have attempted in the above Section to limit your right to compete only to the extent necessary to protect us from unfair competition. The parties hereby expressly agree that if the scope of enforceability of the above provision is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify this Section to the extent it deems necessary to make supervision enforceable under applicable law. In addition, Franchisor reserves the right to reduce the scope of said provision with Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee. YOU EXPRESSLY ACKNOWLEDGE THAT YOU POSSESS SKILLS AND ABILITIES OF A GENERAL NATURE AND HAVE OTHER OPPORTUNITIES TO EXPLOIT SUCH SKILLS. CONSEQUENTLY, ENFORCEMENT OF THE COVENANTS SET FORTH ABOVE WILL NOT DEPRIVE YOU OF THE ABILITY TO EARN A LIVING.

15.10. Franchisee Acknowledgment. SSFC must be protected against the potential for unfair competition by Franchisee's use of SSFC's training, assistance, Confidential Information, and Trade Secrets in direct competition with Franchisor. Franchisee further acknowledges that SSFC would not have entered into this Agreement or shared the Confidential Information, Trade Secrets, and other information with Franchisee absent Franchisee's agreement to strictly comply with the provisions of this Section. Franchisee acknowledges that as a Franchisee of SSFC, it will have access to Franchisor's Trade Secrets and Confidential Information and therefore be in a unique position to use the special knowledge gained as a franchisee. Franchisee acknowledges that a breach of the covenants contained in this Section will be deemed to threaten immediate and substantial irreparable injury to Franchisor. Accordingly, Franchisee agrees that SSFC will have the right without prior notice to Franchisee, to obtain immediate injunctive relief without limiting any other rights or remedies and without posting a bond.

16. REPRESENTATIONS

16.1. Representations of SSFC. SSFC represents and warrants that (a) SSFC is duly organized and validly existing under the law of the state of its formation; (b) SSFC is duly qualified and authorized to do business in each jurisdiction in which its business activities or the nature of the properties it owns requires such qualification; and (c) the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within SSFC's corporate power and have been duly authorized.

16.2. Representations of Franchisee.

16.2.1. You represent and warrant that the information set forth in Attachment C, incorporated by reference hereto, is accurate and complete in all material respects. You shall notify SSFC in writing within ten (10) days of any change in the information set forth in Attachment C. You further represent to SSFC that (a) you are duly organized and validly existing under the law of the state of your formation; (b) you are duly qualified and authorized to do business in each jurisdiction in which your business activities or the nature of the properties you own require such qualification; (c) your corporate charter or written partnership or limited liability company agreement, as applicable, will at all times provide that your activities are confined exclusively to the operation of the Franchised Business. You warrant and represent that neither you nor any of your Affiliates or Entity Owners own, operate or have any financial or beneficial interest in any business that is the same as or similar to a SOUPER SALAD Restaurant; and the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within your corporate power, or if you are a partnership or a limited liability company, are permitted under your written partnership or limited liability company agreement and have been duly authorized.

16.2.2. You acknowledge that you have conducted an independent investigation of the SOUPER SALAD franchise opportunity, and recognize that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent on your ability as an independent business person.

16.2.3. Except for representations contained in SSFC's Franchise Disclosure Document provided to you in conjunction with this franchise offering, you represent that neither SSFC nor its agents or representatives have made any representations, and you have not relied on representations made by SSFC or its agents or representatives, concerning actual or potential gross revenues, expenses or profit of a SOUPER SALAD Restaurant.

16.2.4. You acknowledge that you have received a complete copy of SSFC's Franchise Disclosure Document at least fourteen (14) calendar days before you signed this Agreement or paid any consideration to SSFC for your franchise rights.

16.2.5. You acknowledge that you have read and that you understand the terms of this Agreement and its attachments, and that you have had ample time and opportunity to consult with an attorney or business advisor of your choice about the potential risks and benefits of entering into this Agreement.

16.2.6. You represent that neither your property nor any interest in your property, nor the property of any of your Owners, officers, directors, managers, partners, agents or employees, or their respective interests therein, have been blocked pursuant to Executive Order 13224 of September 23, 2001, pertaining to persons who commit, threaten to commit, or support terrorism ("**Blocked Persons**"). You represent and warrant to SSFC that you will not accept money from or employ any Blocked Person.

16.2.7. You hereby warrant and represent that neither you nor your Owners, officers, directors, managers, partners, agents or employees, or their respective interests therein is now (nor will be during the term of this Agreement) identified, either by name or an alias, pseudonym, or nickname, on any of the lists of restricted or denied parties maintained by the United States government, including:

(a) "Denied Persons List" maintained by the U.S. Commerce Department's Bureau of Industry and Security (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/denied-persons-list>);

(b) "Unverified List" maintained by the U.S. Commerce Department's Bureau of Industry and Security (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/unverified-list>);

(c) "Entity List" maintained by the U.S. Commerce Department's Bureau of Industry and Security (<https://bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/entity-list>);

(d) "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (www.treas.gov/offices/enforcement/ofac/);

(e) "Debarred List" maintained by the Department of State (https://www.pmddtc.state.gov/?id=ddtc_kb_article_page&sys_id=c22d1833dbb8d300d0a370131f9619f0); and

(f) "Nonproliferation Sanctions" maintained by the Department of State (<http://www.state.gov/t/isn/c15231.htm>).

The foregoing constitutes continuing representations and warranties, and you agree to immediately notify SSFC in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate, or misleading.

You further represent and warrant that neither you nor any of your Owners, officers, directors, managers, partners, agents or employees has violated (nor will violate during the term of this Agreement) any law prohibiting money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S. Patriot Act (<http://epic.org/privacy/terrorism/hr3162.html>), U.S. Executive Order 13224 (<http://www.treasury.gov/resource-center/sanctions/Programs/Documents/terror.pdf>), or any similar law.

16.3 Disclaimer of Warranties. THOUGH APPROVED BY SSFC, NEITHER SSFC NOR ITS AFFILIATES MAKE ANY WARRANTY AND EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO FIXTURES, FURNITURE, EQUIPMENT (INCLUDING, WITHOUT LIMITATION, ANY AND ALL REQUIRED COMPUTER SYSTEMS), SUPPLIES OR OTHER APPROVED ITEMS.

17. NOTICES

17.1. Notices. All notices or demands shall be in writing and shall be served in person, by Express Mail, by certified mail; by private overnight delivery; or by facsimile or other electronic system. Service shall be deemed conclusively made **(a)** at the time of service, if personally served; **(b)** twenty-four (24) hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail; **(c)** upon the earlier of actual receipt or three (3) calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; **(d)** twenty-four (24) hours after delivery by the party giving the notice, statement or demand if by private overnight delivery; or **(e)** at the time of transmission by facsimile or other electronic means, if such transmission occurs prior to 5:00 p.m. on a Business Day and a copy of such notice is mailed within twenty-four (24) hours after the transmission. Notices and demands shall be given to the respective parties at the addresses set forth on the Summary Pages, unless and until a different address has been designated by written notice to the other party. Either party may change its address for the purpose of receiving notices, demands and other communications as in this Agreement by providing a written notice given in the manner aforesaid to the other party.

18. CONSTRUCTION

18.1. Entire Agreement. This Agreement and its Attachments represent the entire fully integrated agreement between the parties and supersede all other negotiations, agreements, representations, and covenants, oral or written. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that SSFC made in the Franchise Disclosure Document (including its exhibits and amendments) that SSFC delivered to you in connection with this franchise offering. Except for those changes permitted to be made unilaterally by SSFC hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to in writing by the parties and executed by their authorized officers or agents.

18.2. No Waiver. Except for those changes permitted to be made unilaterally by SSFC hereunder, no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless the same is made in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid.

18.3. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement; provided, however, that the portions of this Agreement relating to the payment of fees to SSFC and the portion relating to the protection and preservation of the Marks and the Confidential Information are critical to this Agreement. If any portion of this Agreement relating to those matters is declared invalid or unenforceable for any reason, SSFC may terminate this Agreement immediately on written notice to you.

18.4. Survival of Terms. Any provision or covenant of this Agreement that expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement shall survive such expiration or termination.

18.5. Definitions and Captions. Unless otherwise defined in this body of this Agreement, capitalized terms have the meaning ascribed to them in Attachment A ("Glossary of Additional Terms"). All captions in this Agreement are intended for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

18.6. Persons Bound. This Agreement shall be binding on the parties and their respective successors and assigns. Each of your Owners shall execute the Guaranty and Personal Undertaking substantially in the form attached as

Attachment D-1. If any person required to sign a Guaranty and Personal Undertaking is a corporation or other business entity (an entity other than a natural person), then its owners and parents also shall execute the Guaranty and Personal Undertaking; it being the intent of the parties that each entity in the chain of ownership, and each natural person holding a beneficial interest in the franchise, either directly or indirectly through business entities, will also execute the Guaranty and Personal Undertaking. Failure or refusal to do so shall constitute a breach of this Agreement. You and each Owner shall be joint and severally liable for each person's obligations hereunder and under the Guaranty and Personal Undertaking.

18.7. Rules of Construction. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. Terms used in this Agreement shall be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision shall be given the meaning that renders it enforceable.

18.8. Timing. Time is of the essence with respect to all provisions in this Agreement. Notwithstanding the foregoing, if performance of either party is delayed on account of a Force Majeure, the applicable deadline for performance shall be extended for a period commensurate with the Force Majeure, but not to exceed 12 months.

18.9. Business Judgment. Notwithstanding any contrary provisions contained in this Agreement, the parties hereto acknowledge and agree that **(a)** this Agreement (and the relationship of the parties which arises from this Agreement) grants SSFC the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with your explicit rights and obligations hereunder that may affect favorably or adversely your interests; **(b)** SSFC will use its business judgment in exercising such discretion based on SSFC's assessment of its own interests and balancing those interests against the interests, promotion and benefit of the System and Restaurants generally (including SSFC, and its Affiliates and other franchisees), and specifically without considering your individual interests or the individual interests of any other particular franchisee (examples of items that will promote or benefit the System and Restaurants generally include, without limitation, enhancing the value of the Marks and/or the SOUPER SALAD brand, improving customer service and satisfaction, improving project quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System); **(c)** SSFC will have no liability to you for the exercise of its discretion in this manner; and **(d)** even if SSFC has numerous motives for a particular action or decision, so long as at least one motive is a reasonable business justification no trier of fact in any legal action shall substitute its judgment for SSFC's judgment so exercised and such action or decision will not be subject to challenge for abuse of discretion. IF SSFC TAKES ANY ACTION OR CHOOSES NOT TO TAKE ANY ACTION IN ITS DISCRETION WITH REGARD TO ANY MATTER RELATED TO THIS AGREEMENT AND ITS ACTION OR INACTION IS CHALLENGED FOR ANY REASON, THE PARTIES EXPRESSLY DIRECT THE TRIER OF FACT THAT SSFC'S RELIANCE ON A BUSINESS REASON IN THE EXERCISE OF ITS DISCRETION IS TO BE VIEWED AS A REASONABLE AND PROPER EXERCISE OF ITS DISCRETION, WITHOUT REGARD TO WHETHER OTHER REASONS FOR SSFC'S DECISION MAY EXIST AND WITHOUT REGARD TO WHETHER THE TRIER OF FACT WOULD INDEPENDENTLY ACCORD THE SAME WEIGHT TO THE BUSINESS REASON.

18.10 Franchisee's Acknowledgment. You acknowledge that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by you, after having had a reasonable opportunity to retain and confer with counsel. You further acknowledge and represent to SSFC that you are entering into this Agreement after a full investigation, and that, in entering into this Agreement, and you are not relying upon any statements or representations not embodied in this Agreement including the any amendments or exhibits attached hereto.

18.11 Disavowal of Oral Representations. You and we acknowledge that we want all terms of our business relationship to be defined in this written agreement, and that neither of us wants to enter into a business relationship with the other in which any terms or obligations are subject to any oral statements in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations as set forth in this Agreement. Therefore, you and we agree that this Agreement will supersede and cancel any prior and/or contemporaneous discussions between us. We each agree that we placed, and will place, no reliance on any such

discussions. You agree that no representations have been made to you concerning this Agreement or any of the SOUPER SALAD franchise other than as contained in this Agreement and the Franchise Disclosure Document you received before you signed this Agreement (the “FDD”). You agree that no claims, representations, warranties or guarantees, express or implied, regarding actual or potential earnings, sales, profits or success of your SOUPER SALAD Restaurant have been made to you other than as set forth in Item 19 of the FDD.

18.12 No Affiliate Liability. No past, present or future director, officer, employee, incorporator, member, partners, stockholder, subsidiary, Affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of SSFC or of any of our Affiliates, will have any liability for (i) any obligations or liabilities SSFC has relating to or arising from this Agreement, or (ii) any claim against SSFC based on, in respect of, or by reason of, the transactions contemplated by this Agreement. This provision will not, however, affect any right, duty or obligation of SSFC or yours, or of any guarantor of your obligations.

18.13 Variance. SSFC has the right to vary standards or specifications for any franchisee based upon that particular franchisee’s qualifications, the peculiarities of the particular site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which SSFC deems to be of importance to the successful operation of any particular Restaurant. SSFC shall not be required to disclose or grant to you a like or similar variance hereunder.

19. APPLICABLE LAW; DISPUTE RESOLUTION

19.1 Choice of Law. This Agreement and all claims arising out of or related to this Agreement or the parties’ relationship created hereby shall be construed under and governed by the laws of the State of Texas (without giving effect to any conflict of laws).

19.2. Mediation.

19.2.1. The parties acknowledge that during the term and any extensions of this Agreement certain disputes may arise that the parties are unable to resolve, but that may be resolvable through mediation. To facilitate such resolution, SSFC, you, and each Owner agree to submit to mediation any claim, controversy or dispute between SSFC or its Affiliates (and SSFC’s and its Affiliate’s respective owners, officers, directors, agents, representatives and/or employees) and you or your Affiliates (and your Owners, agents, representatives and/or employees) arising out of or related to (a) this Agreement or any other agreement between SSFC and you, (b) SSFC’s relationship with you, or (c) the validity of this Agreement or any other agreement between SSFC and you, before bringing such claim, controversy or dispute in a court or before any other tribunal.

19.2.2. The mediation shall be conducted by a mediator agreed upon by SSFC and you and, failing such agreement within not more than fifteen (15) days after either party has notified the other of its desire to seek mediation, by the American Arbitration Association or any successor organization (“AAA”) in accordance with its rules governing mediation. Mediation shall be held at the offices of the AAA in the city in which SSFC maintains its principal business address at the time of mediation. The costs and expenses of mediation, including the compensation and expenses of the mediator (but excluding attorneys’ fees incurred by either party), shall be borne by the parties equally.

19.2.3. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may bring a legal proceeding pursuant to Section 19.3. The parties agree that statements made during such mediation proceeding will not be admissible for any purpose in any subsequent legal proceeding.

19.2.4. Notwithstanding the foregoing provisions of this Section 19.2, the parties’ agreement to mediate shall not apply to controversies, disputes or claims related to or based on amounts owed to SSFC pursuant to this Agreement, the Marks, Copyrighted Works or SSFC’s Confidential Information. Moreover, regardless of this mediation agreement, SSFC and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction.

19.2.5 Neither illness, Covid, inconvenience, weather, or any other reason shall serve to excuse your personal appearance for mediation.

19.3 Venue. With respect to any controversies, disputes or claims which are not finally resolved through mediation as provided in Section 19.2, the parties agree that any action brought by either party against the other shall be brought and maintained exclusively within the state or federal court serving the judicial district in which SSFC maintains its principal business address at the time the action is initiated, and the parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Nothing in this Agreement shall bar SSFC's right to seek injunctive relief from any court of competent jurisdiction; and you agree to pay all costs and reasonable attorneys' fees incurred by SSFC in obtaining such relief.

19.4 Nonexclusivity of Remedy. No right or remedy conferred upon or reserved to SSFC or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy in this Agreement or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

19.5 WAIVER OF JURY TRIAL. SSFC AND YOU 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.

19.6 WAIVER OF PUNITIVE AND CONSEQUENTIAL DAMAGES. WITH THE EXCEPTION OF SSFC'S RIGHT TO SEEK INDEMNIFICATION FOR THIRD PARTY CLAIMS AS SET FORTH IN THIS AGREEMENT AND ITS RIGHT TO SEEK RECOVERY OF LOST FUTURE PROFITS, INCLUDING LIQUIDATED DAMAGES AS SET FORTH IN SECTION 14.5. ABOVE, IN THE EVENT OF YOUR BREACH OF THIS AGREEMENT, THE PARTIES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF TIME, INCONVENIENCE, LOSS OF USE, OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

19.7 Attorneys' Fees. If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit.

19.8 Contractual Limitations Period. No legal action or proceeding may be brought against SSFC or its officers, directors, agents, or employees, for any claim or cause of action (whether sounding in contract, tort, or otherwise) unless such action or proceeding is instituted within two (2) years and one day from the date the claim or cause of action accrued. This provision is intended to shorten any applicable statute of limitations to the extent permitted by law

19.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below, but effective for all purposes as of the Effective Date.

SOUPER SALAD FC, LLC
a Texas limited liability company

FRANCHISEE

By: _____

By: _____

Name: Dawn Petite

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

**SOUPER SALAD FC, LLC
FRANCHISE AGREEMENT**

**ATTACHMENT A
GLOSSARY OF ADDITIONAL TERMS**

“Affiliate” or **“affiliate”** means any person or entity that directly or indirectly owns or controls such person or entity, is directly or indirectly owned or controlled by such person or entity or is under common control with such person or entity.

“Alternative Channels of Distribution” refers to the operation of a food cart or kiosk, product distribution through grocery stores, convenience stores, and other retail establishments, sales through the Internet (or any other form of electronic commerce), mail order sales and sales pursuant to toll-free telephone numbers.

“Area Development Agreement” means an agreement between you and us under which you have agreed to open multiple Restaurants and pursuant to which you have executed this Agreement.

“Closed Market” means any facility serving a captive market, including department stores, supermarkets, shopping malls, amusement parks, airports, train stations, travel plazas, casinos, nightclubs, restaurants, public facilities, college and school campuses, arenas, stadiums, ballparks, hospitals, office buildings, convention centers, airlines (in-flight service), military bases, and any other mass gathering events or locations, and facilities of any kind for which food and/or beverage service rights are contracted to a third party or parties (including, but not limited to, designated road ways and facilities adjacent thereto). As used herein, the term “shopping malls” includes any retail center (enclosed or open), including “outlet malls,” with an aggregate gross leasable area in excess of 350,000 square feet.

“Competitive Business” means any business operating, or granting franchises or licenses to others to operate, a restaurant or any substantially similar food service business in which sales of salads, soups and sandwiches (other than in the latter case hamburgers, hot dogs and similar specialty sandwiches) represent 30% or more of the business’s gross sales.

“Confidential Information” means any information relating to our authorized menu items, products, or services, or the development or operation of Restaurants, including site selection criteria; recipes and preparation methods; operating methods, techniques, formats, specifications, systems, procedures, sales and marketing techniques and knowledge of and experience in the development and operation of Restaurants; marketing programs for Restaurants; and knowledge of product specifications and suppliers, materials, supplies, equipment, furnishings and fixtures. “Confidential Information” shall not include information which (i) has entered the public domain or was demonstrably known to you prior to our disclosure of such information, other than by the breach of an obligation of confidentiality owed by anyone to us or our Affiliates; (ii) becomes known from a source other than us or our Affiliates and other than by the breach of an obligation of confidentiality owed (by anyone) to us or our Affiliates; or (iii) was demonstrably independently developed without the use or benefit of any of our Confidential Information.

“Control Date” means the date specified in the Summary Pages.

“Copyrighted Works” means works of authorship which are owned by SSFC and fixed in a tangible medium of expression including, without limitation, the content of the Manual, the design elements of the Marks, SSFC’s product packaging, the content and design of SSFC’s web site, and SSFC’s advertising and promotional materials.

“Crisis Management Event” means any event that occurs at or about the Restaurant premises or in connection with the operation of the Franchised Business that has or may cause harm or injury to customers or employees, such as food contamination, food spoilage/poisoning, food tampering/sabotage, contagious diseases, natural disasters, terrorist acts, shootings or other acts of violence, or any other circumstance which may materially and adversely affect the System or the goodwill symbolized by the Marks.

“Effective Date” means the date that we sign this Agreement, as evidenced on the Summary Page.

“Entity” or **“Business Entity”** means any person with the power to enter into contracts, other than a natural person. The Term includes a corporation, general partnership, joint venture, limited partnership, limited liability partnership, limited liability company, trust, estate or other business entity.

“Force Majeure” means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot or other civil disturbance; epidemics; or other similar forces which could not, by the exercise of reasonable diligence, have been avoided; provided, however, that neither an act or failure to act by a government authority, nor the performance, nonperformance, or exercise of rights by your lender, contractor, or other person qualifies as a Force Majeure unless the act, failure to act, performance, non-performance, or exercise of rights resulted from a Force Majeure. Your financial inability to perform or your insolvency is not a Force Majeure.

“Franchised Business” means a Restaurant operating under the System and Marks.

“Gross Revenue” means all revenue from the sale of all products and services related to the Franchised Business (regardless of whether such products are served at the Franchised Business or elsewhere), and all other income of every kind and nature related to the Franchised Business, including, without limitation, catering, income and proceeds of business interruption insurance, whether for cash or credit and regardless of collection in the case of credit. Gross Revenue will exclude the following items, but only to the extent that they have been included: (i) all federal, state or municipal sales, use or service taxes collected from customer and paid to the appropriate taxing authority, (ii) employee meals, (iii) the amount of any actual refunds, exchanges, over-rings, allowances and authorized discounts, which have been given to customers in good faith, and (iv) self-liquidating promotional items (i.e., non-food items sold at any amount not exceeding their approximate cost) that we have first approved. If any state or local taxing authority imposes a tax (other than a net income tax) on any payments you make to us, you must also pay the tax.

“Key Person” means an individual who the franchisee has designated, and SSFC has approved, who has full control over day-to-day Restaurant management and operations, has completed SSFC’s initial training program, and all additional training (including food safety training) that SSFC requires, to SSFC’s satisfaction, and devotes his or her full time efforts to Restaurant operations.

“Manual” or **“SOP Manual”** collectively includes all manuals, policy statements, directives, bulletins and memoranda that contain prescribed or recommended specifications, standards, procedures, policies and advice relating to the operation and management of a Restaurant and to marketing the products Restaurants serve. The term “Manual(s),” as used in this Agreement, includes all publications, materials, drawings, memoranda, videotapes, CDs, DVDs, MP3s, and other electronic media that SSFC from time to time may loan to you. The Manual(s) may be supplemented or amended from time to time by SSFC, in its sole discretion, by letter, electronic mail, bulletin, videotape, CD, DVD, MP3, or other communications concerning the System to reflect changes in the image, specifications, and standards relating to developing, equipping, furnishing, and operating a SOUPER SALAD Restaurant.

“Marks” means the trademarks, trade names, service marks, logos and other commercial symbols which we authorize franchisees to use to identify the products and/or services offered by SOUPER SALAD Restaurants, including the trademarks and service marks “SOUPER SALAD” and “SOUPER SALAD THE FRESH PLACE TO BE” and the Trade Dress and the goodwill associated therewith, including any modifications, additions or deletions thereto.

“Non-Proprietary Products” refers to food products, condiments, beverages, fixtures, furnishings, equipment, uniforms, supplies, menus, packaging, forms and other items, other than Proprietary Products, that we designate for use by SOUPER SALAD Restaurants.

“Owner” or **“Entity Owner”** means any shareholder, partner or member owning directly or beneficially 10% or more of the ownership interests in an Entity or any general partner or co-venturer in the Entity; the trustees or administrators of any trust or estate; and any beneficiary of a trust or estate owning, directly or beneficially, 10% or more of the interests in the trust or estate. If any Entity Owner within the scope of this definition is itself an Entity (including an Entity Owner that is an Entity Owner because of this sentence), the term “Entity Owner” also includes Entity Owners (as defined in the preceding sentence) in the Entity. It is the intent of this definition to “trace back” and include within the definition of Entity Owner all natural persons owning the requisite interests to qualify as Entity Owners.

“Plans” refer to prototypical plans and specifications for a Restaurant, including requirements for exterior and interior materials and finishes, dimensions, design, image, interior layout, decor, fixtures, equipment, signs, furnishings and color scheme. The Plans are not construction plans or blue-prints but reflect the required design concepts.

“Proprietary Products” refers to certain proprietary products and raw materials, which are manufactured in accordance with our proprietary recipes, specifications and/or formulas and are described in the Manual.

“Restaurant” or **“SOUPER SALAD Restaurant”** means a restaurant, identified by the Marks, that features the menu items, products and services that we require or authorize for sale.

“Restricted Person” means you; each of your Entity Owners, if you are an Entity; your Affiliates; and the spouses, natural and adopted children and siblings of any of you, your Entity Owners and Affiliates that are individuals.

“Suppliers” means those producers, manufacturers, suppliers and service providers who demonstrate, to our continuing reasonable satisfaction, the ability to meet our then current System Standards as prescribed in the Manual; who possess adequate quality controls and capacity to supply product reliably; who comply with our usual and customary requirements regarding insurance, indemnification and non-disclosure; who satisfy us that it will supply products meeting our specifications (which may include particular brand names, contents, quality, freshness and compliance with governmental standards) and reliably deliver consistent quality products and services; and who are listed in the Manual or have been otherwise approved in writing by us prior to any purchases by you and not thereafter disapproved.

“System” means a distinctive system relating to the establishment, maintenance and operation, in accordance with SSFC’s standards and specifications (as may be modified by SSFC from time to time), of a restaurant featuring an all-you-can-eat buffet of fresh-cut salads, handcrafted soups, breads, desserts and beverages. For avoidance of doubt, the establishment, maintenance and operation, in accordance with SSFC’s standards and specification, may include, without limitation, regulation of all aspects of the establishment, maintenance and operation of the Restaurant that SSFC determines, from time to time, to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks, the Restaurant, the System and other SOUPER SALAD Restaurants.

“System Standards” means the operating procedures, standards, requirements and specifications, whether contained in the Manual or elsewhere, as we or our Affiliates may modify and which are mandatory in nature (unless we specify otherwise in writing) which franchisees must follow with respect to the use of the System in connection the operation of Restaurants.

“Trade Dress” means the designs, color schemes, decor and images which we authorize and require our franchisees to use in connection with the operation of Restaurants, as we or our Affiliates may modify.

“Transfer” as a verb means to sell, assign, give away, transfer, pledge, mortgage, or encumber either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings) any interest in this Agreement, the Franchised Business, the Restaurant, substantially all the assets of the Restaurant, or in the ownership of the franchisee (if you are an Entity). “Transfer” as a noun means any such sale, assignment, gift, transfer, pledge, mortgage or encumbrance.

“You” means the individual(s) or entity(ies) identified as the franchisee in the Summary Pages. If more than one individual or entity is identified as the “franchisee,” the franchisee will be considered a general partnership comprised of the individual(s) and/or entity(ies) and the term “you” will refer to the general partnership.

**SOUPER SALAD FC, LLC
FRANCHISE AGREEMENT**

**ATTACHMENT B
THE FRANCHISED LOCATION,
OPENING DATE AND THE PROTECTED AREA**

Section 1.1. The “Franchised Location” is at: _____

Section 3.5.1. The “Opening Date” is: _____

Section 1.2. The “Protected Area” is: _____

but excludes all Closed Markets located within such area. A “**Closed Market**” is any facility serving a captive market, including department stores, supermarkets, shopping malls, amusement parks, airports, train stations, travel plazas, casinos, nightclubs, restaurants, public facilities, college and school campuses, arenas, stadiums, ballparks, hospitals, office buildings, convention centers, airlines (in-flight service), military bases, and any other mass gathering events or locations, and facilities of any kind for which food and/or beverage service rights are contracted to a third party or parties (including, but not limited to, designated road ways and facilities adjacent thereto), whether inside or outside of the Protected Area. As used herein, the term “shopping malls” includes any retail center (enclosed or open), including “outlet malls,” with an aggregate gross leasable area in excess of 350,000 square feet.

If the Protected Area is defined by streets, highways, freeways or other roadways, or rivers, streams, or tributaries, then the boundary of the Protected Area extend to the center line of each such street, highway, freeway or other roadway, or river, stream, or tributary.

IN WITNESS WHEREOF, the parties have executed this Attachment B on _____.

SOUPER SALAD FC, LLC
a Texas limited liability company

FRANCHISEE

By: _____

By: _____

Name: Dawn Petite

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

**SOUPER SALAD FC, LLC
FRANCHISE AGREEMENT**

**ATTACHMENT C
ENTITY INFORMATION**

If the franchisee is an entity, you represent and warrant that the following information is accurate and complete in all material respects as of _____.

- (1) Franchisee is a _____, formed under the laws of the state of _____.
- (2) You shall provide to SSFC concurrently with the execution hereof true and accurate copies of the franchisee's charter documents and governing documents including Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing.
- (3) You promptly shall provide such additional information as SSFC may from time to time request concerning all persons who may have any direct or indirect financial interest in the franchisee entity.

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

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- (5) The address where your corporate records (e.g. Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, etc.) and financial records are maintained is:

SOUPER SALAD FC, LLC
a Texas limited liability company

FRANCHISEE

By: _____

By: _____

Name: Dawn Petite

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

**SOUPER SALAD FC, LLC
FRANCHISE AGREEMENT**

ATTACHMENT D-1
GUARANTY AND PERSONAL UNDERTAKING

1. I have read the Franchise Agreement between Souper Salad FC, LLC, a Texas limited liability company (“**SSFC**” or “**Franchisor**”) and _____, a _____ (the “**Franchisee**”).
2. I own a beneficial interest in the Franchisee and would be considered an “**Owner**” within the definition contained in Franchise Agreement.
3. I understand that, were it not for this Guaranty and Personal Undertaking (this “**Guaranty**”), SSFC would not have agreed to enter into the Franchise Agreement with the Franchisee.
4. I will comply with of the provisions contained in Article 7 of the Franchise Agreement concerning the Franchisee’s use of SSFC’s Marks and Copyrighted Works (as each term is defined in the Franchise Agreement). I understand that, except for the license granted to the Franchisee, I have no individual right to use the Marks or Copyrighted Works and I have no ownership interest in the Marks or Copyrighted Works.
5. I will comply with all of the provisions contained in Article 8 of the Franchise Agreement concerning the use of the Confidential Manuals and Information. I will maintain the confidentiality of all Confidential Information disclosed to me. I agree to use the Confidential Information only for the purposes authorized under the Franchise Agreement. I further agree not to disclose any of the Confidential Information, except **(a)** to the Franchisee’s employees on a need to know basis, **(b)** to the Franchisee’s and my legal and tax professionals to the extent necessary for me to meet my legal obligations, and **(c)** as otherwise may be required by law.
6. I will comply with all of the provisions contained in Article 12 of the Franchise Agreement concerning the transfer of my ownership interest in the Franchisee.
7. While I am an Owner of the Franchisee and, for a two-year period after I cease to be an Owner (or two (2) years after termination or expiration (without renewal) of the Franchise Agreement, whichever occurs first), I will not:
 - (a)** Divert or attempt to divert any present or prospective customer of any SOUPER SALAD Restaurant to any competitor or do anything to harm the goodwill associated with the Marks and the System; or
 - (b)** Own, maintain, advise, operate, engage in, be employed by, make loans to, invest in, provide any assistance to, or have any interest in (as owner or otherwise) or relationship or association with, any business operating, or granting franchises or licenses to others to operate, a restaurant or any substantially similar food service business in which sales of salads, soups and sandwiches (other than in the latter case hamburgers, hot dogs and similar specialty sandwiches) represent 30% or more of the business’s gross sales, measured on a weekly basis, other than a SOUPER SALAD Restaurant operated pursuant to a then-currently effective franchise agreement. This restriction shall apply, while I am an Owner, to any location within the United States, its territories or commonwealths, or any other country, province, state or geographic area in which SSFC or its Affiliates have used, sought registration of or registered the Marks or similar marks or operate or license others to operate a business under the Marks or similar marks. It will apply for two (2) years after I cease to be an Owner (or two (2) years after termination or expiration of the Franchise Agreement, whichever occurs first) to any location that **(i)** is, or is intended to be, located at the location of the former Franchised Business; **(ii)** within a five-mile radius of the Franchised Location; or **(iii)** within a five-mile radius of any other SOUPER SALAD Restaurant operating under the System and Marks in existence or under development at the time I cease being an Owner (or termination or expiration of the Franchise Agreement, whichever occurs first). This time period will be tolled during any period of my noncompliance.
8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Guaranty. If all or any portion of a covenant in this Guaranty is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which SSFC is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Guaranty.

9. I understand and acknowledge that SSFC shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Guaranty, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof, and I agree to comply forthwith with any covenant as so modified.

10. I agree that the provisions contained in Article 19 of the Franchise Agreement will apply to any dispute arising out of or relating to this Guaranty. If SSFC brings any legal action to enforce its rights under this Guaranty, I will reimburse SSFC its reasonable attorneys' fees and costs.

11. I hereby guarantee the prompt and full payment of all amounts owed by the Franchisee under the Franchise Agreement, including liquidated damages due on account of the premature termination of the Franchise Agreement or early closure of the SOUPER SALAD Restaurant.

12. I will pay all amounts due under this Guaranty within fourteen (14) days after receiving notice from SSFC that the Franchisee has failed to make the required payment. I understand and agree that SSFC need not exhaust its remedies against the Franchisee before seeking recovery from me under this Guaranty.

13. No modification, change, impairment, or suspension of any of SSFC's rights or remedies shall in any way affect any of my obligations under this Guaranty. If the Franchisee has pledged other security or if one or more other persons have personally guaranteed performance of the Franchisee's obligations, I agree that SSFC's release of such security will not affect my liability under this Guaranty.

14. I hereby waive **(a)** all rights described in California Civil Code Section 2856(a)(1)-(2), inclusive, which includes, without limitation, any rights and defenses which are or may become available to the undersigned by reason of California Civil Code Sections 2787 to 2855, inclusive; and **(b)** California Civil Code Sections 2899 and 3433.

15. **I WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING SSFC, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE FRANCHISE AGREEMENT, THE PERFORMANCE OF ANY PARTY UNDER THE FRANCHISE AGREEMENT, AND/OR THE OFFER OR GRANT OF THE FRANCHISE.**

16. I understand that SSFC's rights under this Guaranty shall be in addition to, and not in lieu of, any other rights or remedies available to SSFC under applicable law.

17. I agree that any notices required to be delivered to me will be deemed delivered at the time delivered by hand; one (1) Business Day after electronically confirmed transmission by facsimile or other electronic system; one (1) Business Day after delivery by Express Mail or other recognized, reputable overnight courier; or three (3) Business Days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the address identified on the signature line below. I may change this address only by delivering to SSFC written notice of the change.

Intending to be legally bound, I have executed this Guaranty and Personal Undertaking on the date set forth below:

GUARANTOR

Dated: _____

Name: _____

Address: _____

**SOUPER SALAD FC, LLC
FRANCHISE AGREEMENT**

**ATTACHMENT D-2
CONFIDENTIALITY AND NON-COMPETITION AGREEMENT
(FOR TRAINED EMPLOYEES OF FRANCHISEE)**

In accordance with the terms of this Confidentiality and Non-Competition Agreement (this “**Confidentiality Agreement**”) and in consideration of my being a _____ of _____ (the “**Franchisee**”), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. _____ doing business as _____ (the “**Franchisee**”), has acquired the right and franchise from Souper Salad FC, LLC, a Texas limited liability company (“**SSFC**”) to establish and operate a franchised business (the “**Franchised Business**”) and the right to use in the operation of the Franchised Business SSFC’s trade names, trademarks, service marks, including the service mark SOUPER SALAD® (the “**Marks**”) and the system developed by SSFC and/or its Affiliates for operation and management of Franchised Businesses (the “**System**”), as they may be changed, improved, and further developed from time to time in SSFC’s sole discretion.
2. SSFC possesses certain proprietary and confidential information relating to the operation of the System, which includes the Manual(s), recipes, trade secrets, and copyrighted materials, methods, and other techniques and know-how, (collectively, the “**Confidential Information**”).
3. Any and all manuals, trade secrets, copyrighted materials, methods, information, knowledge, know-how, and techniques which SSFC specifically designates as confidential shall be deemed to be Confidential Information for purposes of this Confidentiality Agreement.
4. As _____ of the Franchisee, SSFC and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, SSFC’s operations manual (the “**Manual**”) and other general assistance during the term of this Confidentiality Agreement.
5. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.
6. The Confidential Information is proprietary, involves trade secrets of SSFC, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by SSFC as confidential. Unless SSFC otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as _____ of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.
7. Except as otherwise approved in writing by SSFC, I shall not, while in my position with the Franchisee and for a continuous uninterrupted period commencing upon the cessation or termination of my position with Franchisee, regardless of the cause for termination, and continuing for one (1) year thereafter, either directly or indirectly, for myself or through, on behalf of, or in conjunction with any other person, partnership, corporation, or other limited liability company own, maintain, engage in, be employed by, advise, assist, invest in, franchise, make loans to, or have any interest in any business, restaurant or any substantially similar food service business in which sales of salads, soups and sandwiches (other than in the latter case hamburgers, hot dogs and similar specialty sandwiches) represent 30% or more of the business’s gross sales, measured on a weekly basis, other than a SOUPER SALAD Restaurant operated pursuant to a then-currently effective franchise agreement. This restriction does not apply to my ownership of less than five percent (5%) beneficial interest in the outstanding securities of any publicly held corporation.

8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Confidentiality Agreement. If all or any portion of a covenant in this Confidentiality Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which SSFC is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Confidentiality Agreement.

9. I understand and acknowledge that SSFC shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Confidentiality Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof, and I agree to comply forthwith with any covenant as so modified.

10. SSFC is a third-party beneficiary of this Confidentiality Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Confidentiality Agreement will cause SSFC and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or SSFC, as applicable may apply for the issuance of an injunction preventing me from violating this Confidentiality Agreement, and I agree to pay the Franchisee and SSFC, as applicable all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Confidentiality Agreement is enforced against me. Due to the importance of this Confidentiality Agreement to the Franchisee and SSFC, as applicable, any claim I have against the Franchisee or SSFC, as applicable are separate matters and does not entitle me to violate or justify any violation of this Confidentiality Agreement.

11. This Confidentiality Agreement shall be construed under the laws of the State of Texas. With the exception of Section 9 above, the only way this Confidentiality Agreement can be changed is in writing signed by both the Franchisee and me.

12. With respect to all claims, controversies and disputes, I irrevocably consent to personal jurisdiction and submit myself to the jurisdiction of the state courts located in Dallas County, Texas, and the United States District Court for the Northern District of Texas. I acknowledge that this Confidentiality Agreement has been entered into in the state of Texas, and that I am to receive valuable information emanating from SSFC's headquarters in Dallas, Texas. In recognition of the information and its origin, I hereby irrevocably consent to the exclusive personal jurisdiction of the state and federal courts of Texas as set forth above. Notwithstanding the foregoing, I acknowledge and agree that SSFC or the Franchisee may bring and maintain an action against me in any court of competent jurisdiction for injunctive or other extraordinary relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions.

THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HAVE EXECUTED THIS CONFIDENTIALITY AGREEMENT AS OF THE DATES NOTED BELOW.

[EMPLOYEE]

ACKNOWLEDGED BY FRANCHISEE

Signature: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Date: _____

Date: _____

**SOUPER SALAD FC, LLC
FRANCHISE AGREEMENT**

**ATTACHMENT E
ACH AUTHORIZATION
AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)**

Please complete and sign this form.

Franchisee Information

Franchisee Name or Legal Entity _____

SOUPER SALAD® RESTAURANT Number & Location _____

Name and Email of Person to Receive ACH Debit Advice _____

Authorization Agreement

I (we) hereby authorize Souper Salad FC, LLC, a Texas limited liability company ("Company") to make ACH withdrawals from my (our) account at the financial institution named below. I also authorize the Company to initiate direct deposits into this account in the event that a debit entry is made in error. I (we) acknowledge that the origination of ACH transactions to or from my (our) account must comply with the provisions of U.S. law.

I agree to indemnify the Company for any loss arising in the event that any withdrawals from my (our) account shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

This agreement will remain in effect until the Company has received advanced written notice of cancellation from me (us) in such time and in such manner as to afford the Company a reasonable opportunity to act on it, and in no event shall such notice period be less than thirty (30) days.

Payor/Franchisee Account Information

Name of Financial Institution: _____

ABA Routing Number: _____

Account Number: _____

Checking

☐

Savings

☐

Payor/Franchisee Signature

Authorized Signature (Primary): _____

Date: _____

Authorized Signature (Joint): _____

Date: _____

Account holder(s), please sign here: ***(Joint accounts require the signature of all persons having authority over the account)***

Please attach a voided check at right, fax and mail to:

Souper Salad FC, LLC, Attn: President
14860 Montfort Drive, Suite 150 PMB 34
Dallas, Texas 75254
Fax: 214-329-1215

ATTACH CHECK HERE

**SOUPER SALAD FC, LLC
FRANCHISE AGREEMENT
ATTACHMENT F
LEASE ADDENDUM**

THIS LEASE ADDENDUM (the “**Lease Addendum**”) is made and entered into as of the ____ day of _____, 20____, by and between _____ (“**Landlord**”), with its principal offices at _____ and _____ (“**Franchisee**” or “**Tenant**”), with its principal offices at _____, and Souper Salad FC, LLC, a Texas limited liability company (“**Souper**”) with its principal offices 14860 Montfort Drive, Suite 150 PMB 34, Dallas, Texas 75254.

BACKGROUND

- A. Souper franchises the operation of retail stores or restaurants (each a “**SOUPER SALAD Restaurant**” or “**Restaurant**”) featuring an all-you-can-eat buffet of fresh-cut salads, breads, desserts, and beverages, under the service mark “SOUPER SALAD®” and/or other trademarks, service marks, logos, and other indicia of origin prescribed by Souper (collectively, the “**Marks**”).
 - B. Franchisee has acquired the right and has undertaken the obligation to develop and operate a SOUPER SALAD Restaurant pursuant to the terms and conditions of a certain franchise agreement between Franchisee and Souper (“**Franchise Agreement**”).
 - C. Under the terms and conditions of the Franchise Agreement, Souper has the right to approve the site for the Restaurant; and if the Restaurant premises will be occupied pursuant to a commercial lease, Souper has prescribed certain lease terms and has the right to condition its approval of a proposed site on inclusion of the prescribed lease terms.
 - D. Franchisee desires, and has requested Souper’s approval, to develop and operate a SOUPER SALAD Restaurant at the premises (“**Premises**”) identified in the attached lease (“**Lease**”).
 - E. Landlord desires to lease to Franchisee the Premises for purposes of developing and operating a SOUPER SALAD Restaurant.
 - F. The parties desire to modify and amend the Lease in accordance with the terms and conditions contained herein for purposes of obtaining Souper’s approval.
- (1) During the term of the Franchise Agreement, the Premises will be used only for the operation of the Restaurant.
 - (2) Landlord consents to Franchisee’s use of such Marks and signs, interior and exterior décor, furnishings, fixtures, items, color schemes, plans, specifications, and related components of the SOUPER SALAD® System (as defined in the Franchise Agreement and as Souper may prescribe for the Restaurant).
 - (3) Landlord agrees to furnish Souper with copies of any and all letters and notices sent to Franchisee pertaining to the Lease and the Premises at the same time that such letters and notices are sent to Franchisee.
 - (4) Souper will have the right to enter onto the Premises at any time, to make any modification or alteration necessary to protect the SOUPER SALAD System and Marks or to cure any default under the Franchise Agreement or under the Lease, without being guilty of trespass or any other crime or tort, and the Landlord will not be responsible for any expense or damages arising from Souper’s action in connection therewith.
 - (5) In the event of Franchisee’s default under the terms of the Lease, Landlord shall promptly deliver notice of such default to Souper and shall offer Souper the opportunity to cure the default and to assume the Lease in Souper’s name. For the avoidance of doubt, Souper is not obligated to cure any defaults and/or assume the Lease. If Souper elects to cure the default and assume the Lease, Souper, within ten (10) days of its receipt of notice from Landlord, shall notify Landlord of its intent to cure such default and to assume the Lease. If Souper elects to cure the default, it shall cure the default within thirty (30) days of such election or, if the default cannot be reasonably cured within such

thirty (30) day period, then Souper will commence and proceed to cure the default within such time as is reasonably necessary to cure the default. If Souper elects to assume the Lease, Landlord agrees to recognize Souper as the tenant under the Lease and Franchisee will no longer have any rights there under.

(6) In the event that Tenant's Gross Revenue for the third (3rd) Lease Year do not exceed \$650,000, Tenant may terminate this Lease by giving Landlord thirty (30) days prior written notice, which must be given no later than sixty (60) days after the third (3rd) full Lease Year. Such termination shall be effective on the thirtieth (30th) day provided the Tenant is not in monetary default beyond any applicable cure period.

(7) Franchisee will be permitted to assign the Lease to Souper or its Affiliates upon the expiration (without renewal) or earlier termination of the Franchise Agreement and the Landlord hereby consents to such assignment and agrees not to impose or assess any assignment fee or similar charge or accelerate rent under the Lease in connection with such assignment, or require Souper to pay any past due rent or other financial obligation of Franchisee to Landlord, it being understood that Landlord will look solely to the Franchisee for any rents or other financial obligations owed to Landlord prior to such assignment. Landlord and Franchisee acknowledge that Souper is not a party to the Lease and will have no liability under the Lease, unless and until the Lease is assigned to, or assumed by, Souper.

(8) Except for Franchisee's obligations to Landlord for rents and other financial obligations accrued prior to the assignment of the Lease, in the event of such assignment, Souper or any Affiliate designated by Souper will agree to assume from the date of assignment all obligations of Franchisee remaining under the Lease, and in such event Souper or any Affiliate will assume Franchisee's occupancy rights, and the right to sublease the Premises, for the remainder of the term of the Lease. In the event of such assignment, neither Souper nor any Affiliate will be required to pay to Landlord any security deposit.

(9) Notwithstanding anything contained in this Lease and to the extent that Souper or any Affiliate designated by Souper assumes the Lease as set forth in Section 7 above, Souper is expressly authorized, without the consent of the Landlord, to assign the Lease, or to sublet all or a portion of Premises, to an authorized franchisee. If Souper elects to assign the Lease, the subtenant/franchisee shall expressly assume all of Souper's obligations under the Lease, and Souper shall be released of all obligations to Landlord under the Lease as of the date of assignment. If Souper elects to sublet the premises, such subletting shall be subject to the terms of this Lease, the subtenant/franchisee shall expressly assume all of Souper's obligations under the Lease, and Souper shall remain liable for the performance of the terms of this Lease. Souper shall notify Landlord as to the name of the subtenant/franchisee within ten (10) days after such assignment or subletting, as applicable.

(10) Franchisee will not assign the Lease or renew or extend the term thereof without the prior written consent of Souper.

(11) Neither Landlord nor Franchisee shall amend or otherwise modify the Lease in any manner that could materially affect any of the foregoing requirements without the prior written consent of Souper.

(12) All notices hereunder shall be by certified mail to the addresses set forth above or to such other addresses as the parties hereto may, by written notice, designate. Notices required to be given to Souper shall be delivered to the following address: 14860 Montfort Drive, Suite 150 PMB 34, Dallas, Texas 75254, Attn: Chief Executive Officer.

(13) This Lease Addendum shall be binding upon the parties hereto, their heirs, executors, successors, assigns and legal representatives.

(14) The terms of this Lease Addendum will supersede any conflicting terms of the Lease.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties have executed this Lease Addendum as of the date first above written.

Landlord:

By: _____
Name: _____
Title: _____

Franchisee:

By: _____
Name: _____
Title: _____

Franchisor:

Souper Salad FC, LLC

By: _____
Name: _____
Title: _____

**SOUPER SALAD FC, LLC
FRANCHISE AGREEMENT**

**ATTACHMENT G
FRANCHISEE QUESTIONNAIRE**

As you know, Souper Salad FC, LLC and you are preparing to enter into a Franchise Agreement for the operation of a SOUPER SALAD Restaurant franchise. The purposes of this Questionnaire are to determine whether any statements or promises were made to you that Souper has not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer next to such question.

Initials	Statements
	1. I have signed a receipt for the Franchise Disclosure Document indicating the date you received it.
	2.A) I understand all disputes or claims I may have arising out of or relating to the Franchise Agreement must be brought in the judicial district in which our principal place of business is located, if not resolved informally.
	2.B) I understand the Franchise Agreement provides that I can only collect compensatory damages on any claim under or relating to the Franchise Agreement, and not any punitive, exemplary or multiple damages.
	3. I understand that my Managing Owner and Key Person (if applicable) must successfully complete the initial training program.
	4. I understand SSFC does not have to sell me a franchise or additional franchises or consent to my purchase of existing franchises.
	5.A) I understand that the US Government has enacted anti-terrorist legislation that prevents us from carrying on business with any suspected terrorist or anyone associated directly or indirectly with terrorist activities.

	5.B) I have never been a suspected terrorist or associated directly or indirectly with terrorist activities.
	5.C) I understand that SSFC will not approve my purchase of a SOUPER SALAD Restaurant franchise if I am a suspected terrorist or associated directly or indirectly with terrorist activity.
	5.D) I am not purchasing a SOUPER SALAD Restaurant franchise with the intent or purpose of violating any anti-terrorism law, or for obtaining money to be contributed to a terrorist organization.
	6. I understand that once I sign the Franchise Agreement and pay the Initial Franchise Fee, the Initial Franchise Fee payment is nonrefundable, even if I do not find a location for the Restaurant.
	7. I understand that SSFC is acting in reliance on the truthfulness and completeness of my responses to the questions above in entering into the Agreements with Franchisee
	8. I ACKNOWLEDGE AND AGREE THAT IN THE EVENT THAT ANY DISPUTE ARISES, THIS QUESTIONNAIRE SHALL BE ADMISSIBLE AS EVIDENCE IN ANY LEGAL ACTION, AND I HEREBY WAIVE, TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, ANY OBJECTION TO SUCH ADMISSION OF THIS QUESTIONNAIRE.

Comments:

NOTE: IF THE FRANCHISEE IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS OWNERS MUST EXECUTE THIS ACKNOWLEDGEMENT.

[Signature Page Immediately Following]

FRANCHISEE

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

**SOUPER SALAD FC, LLC
FRANCHISE AGREEMENT**

**ATTACHMENT H
EARLY FRANCHISE INCENTIVE ROYALTY FEE REDUCTION AMENDMENT**

This Early Franchise Incentive Royalty Reduction Amendment to Souper Salad FC, LLC Franchise Agreement (this “**EFI Royalty Fee Reduction Amendment**”) is entered into on _____ (the “**Effective Date of this Amendment**”) by and between Souper Salad FC, LLC, a Texas limited liability company (“**SSFC**” or “**Franchisor**”) and _____, a _____ (“**Franchisee**” or “**You**”).

RECITALS

A. This Franchise Agreement is being signed in connection with the development of a new SOUPER SALAD® Restaurant that qualifies for the Early Franchise Incentive Program.

B. Accordingly, the parties desire to modify this Franchise Agreement to reflect the incentives offered under SSFC’s Early Franchise Incentive Program.

NOW THEREFORE, in consideration of the mutual promises contained in this EFI Royalty Fee Reduction Amendment and the Franchise Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms shall have the meanings ascribed to them in the Franchise Agreement unless otherwise defined herein.

2. Royalty Fee. The following provision supplements Section 4.2.:

So long as you remain in full compliance with the terms of the Franchise Agreement (and if the Franchise Agreement is being signed under a Area Development Agreement, you also remain in full compliance with your obligations under the Area Development Agreement (including your development obligations) and each other Franchise Agreement signed under the Area Development Agreement) (collectively, your “**Contractual Obligations**”), and you open your Restaurant within twelve (12) months of the Effective Date of your Franchise Agreement, the Royalty Fee for the first twelve (12) Accounting Periods of operation will be 2.5%; the first year of operation of the Restaurant will hereafter be referred to as the “**Royalty Reduction Period**”). If, during the Royalty Reduction Period, you fail to comply with your Contractual Obligations, SSFC may declare this provision null and void, in which event the Royalty Reduction Period will end, and the Royalty Fee will automatically revert to 5% of Gross Revenue.

3. Affirmation. All other terms of the Franchise Agreement are ratified and affirmed.

Rest of Page Intentionally Left Blank; Signature Page Immediately Following

IN WITNESS WHEREOF, the parties have executed this EFI Royalty Fee Reduction Amendment.

FRANCHISOR

SOUPER SALAD FC, LLC

A Texas limited liability company

FRANCHISEE

By: _____

By: _____

Name: Dawn Petite

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

**SOUPER SALAD FC, LLC
FRANCHISE AGREEMENT**

**ATTACHMENT I
COLLATERAL ASSIGNMENT OF LEASE AND CONDITIONAL BILL OF SALE**

FOR VALUE RECEIVED, the undersigned, _____, a _____ (“Assignor”), hereby assigns, transfers and sets over unto Souper Salad FC, LLC, a Texas limited liability company or its designee (“Assignee”), all of Assignor’s right, title and interest as tenant in, to and under that certain lease a copy of which is attached hereto, or upon signature of such lease will be attached hereto, as Exhibit A (the “Lease”), respecting the premises commonly known as the SOUPER SALAD Restaurant. This Assignment is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee shall take possession of the premises demised by the Lease pursuant to the terms hereof and shall assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to assign the Lease and its interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or a default or expiration under the Franchise Agreement between Assignor and Assignee for an Souper Salad Restaurant (the “Franchise Agreement”), or in the event of a default by Assignor under any document or instrument securing said Franchise Agreement or under any other agreement between Assignor and Assignee or its affiliates, assignee shall have the right and is hereby empowered to take possession of the premises demised by the Lease, expel Assignor therefrom, and in such event, Assignor shall have no further right, title or interest in the Lease.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Throughout the term of the Franchise Agreement and any renewal thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than 30 days prior to the last day that said option must be exercised unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting such extension or renewal.

Further, Assignor subject to the conditions described below, hereby sells, transfers, conveys, and assigns to Assignee, all of its individual and collective rights and interests in and to all of the assets used in connection with the operation of the Restaurant according to the Franchise Agreement including, without limitation, the following assets, as they exist on the date this assignment becomes effective:

- All leasehold improvements;
- All fixtures and furniture;
- All equipment;
- All smallwares and supplies;
- Assignor’s inventory of food items, beverages, paper and packaging, and ingredients;
- Assignor’s interest in and to the telephone number;
- Permits and licenses applicable to the Restaurant, to the extent they are assignable; and
- All utility, security, and other deposits and prepaid expenses.

The purchase price for such assets shall be the then current fair wholesale market value thereof. In addition, Assignee shall be permitted to deduct and withdraw from the purchase price to be paid to Assignor for any such items all sums due and owed to Assignee and/or its affiliates, including without limitation, any liquidated damages.

This conveyance shall become effective only upon occurrence of both the following conditions: (a) termination or expiration of the Franchise Agreement, and (b) Assignor's exercise of its purchase option rights under the Franchise Agreement. Assignor retains ownership, title and all interests to the assets until these conditions are fulfilled.

IN WITNESS WHEREOF, the parties have executed this Assignment.

ASSIGNEE

Souper Salad FC, LLC
a Texas limited liability company

By: _____

Name: Dawn Petite

Title: President

Date: _____

ASSIGNOR

By: _____

Name: _____

Title: _____

Date: _____

IRREVOCABLE POWER OF ATTORNEY

That _____, a _____ ("Franchisee") does hereby irrevocably constitute and appoint Souper Salad FC, LLC ("Franchisor"), as Franchisee's true and lawful attorney-in-fact and agent for Franchisee and in Franchisee's name, place and stead, to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all such agreements, certificates, instruments and documents as, in the sole discretion of Franchisor, shall be necessary or advisable for the sole purpose of assigning to Franchisor all of Franchisee's right, title and interest in and to any and all telephone numbers used in connection with the SOUPER SALAD Restaurant operated by Franchisee (the "Restaurant") and all related Yellow Pages, White Pages and other business listings, including, the execution and delivery of any Transfer of Service Agreement and any other transfer documentation required by the applicable telephone service company providing telephone service to Franchisee and to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all such agreements, certificates, instruments and documents as, in the sole discretion of Franchisor, shall be necessary or advisable for the sole purpose of assigning to Franchisor all of Franchisee's right, title and interest in and to any Internet and website name pages, domain name listings, and registrations that contain the Marks, or any of them, in whole or in part, hereby granting unto Franchisor full power and authority to do and perform any and all acts and things which, in the sole discretion of Franchisor, are necessary or advisable to be done as fully to all intents and purposes as Franchisee might or could itself do, and hereby ratifying and confirming all that Franchisor may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

During the term of this Power of Attorney and regardless of whether Franchisee has designated any other person to act as its attorney-in-fact and agent, no person, firm or corporation dealing with Franchisor shall be required to ascertain the authority of Franchisor, nor be responsible in any way for the proper application of funds or property paid or delivered to Franchisor. Any person, firm or corporation dealing with Franchisor shall be fully protected in acting and relying upon a certificate of Franchisor that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and Franchisee shall not take any action against any person, firm or corporation acting in reliance on such a certificate or a copy of this Power of Attorney. Any instrument or document executed on behalf of Franchisee by Franchisor shall be deemed to include such a certificate on the part of Franchisor, whether or not expressed. This paragraph shall survive any termination of this Power of Attorney.

This Power of Attorney shall terminate 2 years following the expiration or termination of that certain Franchise Agreement dated of even date herewith by and between Franchisor and Franchisee. Such termination, however, shall not affect the validity of any act or deed that Franchisor may have effected prior to such date pursuant to the powers herein granted.

This instrument is to be construed and interpreted as an irrevocable Power of Attorney coupled with and interest and such Power of Attorney shall not be affected by the subsequent disability or incapacity of the principal.

Rest of Page Intentionally Left Blank; Signature Page Immediately Following

IN WITNESS WHEREOF, the parties have executed this Assignment.

FRANCHISEE

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____:

COUNTY OF _____:

ON THIS, the ____ day of _____, _____, before me, the undersigned officer, a Notary Public, personally appeared _____, who acknowledged himself/herself to be the _____ of _____, a _____, and further acknowledged that he/she, as such officer and being authorized to do so, executed the foregoing instrument as the act and deed of the company, acting in such capacity for the purposes therein contained by signing the name of the company by himself/herself as such officer.

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

Notary Public

STATE OF _____:

COUNTY OF _____:

ON THIS, _____ day of _____, _____, before me, the undersigned officer, a Notary Public, personally appeared _____, known to me (or proved to me on the presentation of valid federal or state identification) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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

Notary Public

**AMENDMENT TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF SOUTH DAKOTA**

This Amendment to the Souper Salad FC, LLC Franchise Agreement dated _____ between Souper Salad FC, LLC, ("Franchisor") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. Sections 13.2 and 13.3 of the Franchise Agreement are amended by the following language: South Dakota law provides for a Thirty Day (30) notice to cure any default prior to termination, including the non-payment of royalty and service fees, amount due for purchases from Franchisor or its affiliates or other payments due to Franchisor.
2. Section 13.4 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein: "Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in South Dakota, except in certain instances as provided by law." To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or Exhibits or Attachments thereto, the terms of this Addendum shall govern.
3. Section 19.1 of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein: "The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement, and interpretation under the governing law of Texas."
4. Section 19.2, of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein: "In the event that either party shall make demand for mediation, such mediation shall be conducted in a mutually agreed upon site."
5. Section 19.2 of the Franchise Agreement is amended by the addition of the following language to the original language that appears therein: "In the event that either party shall make demand for mediation, such mediation shall be conducted in a mutually agreed upon site. The mediation proceeding shall take place in the McLennan County, Texas. In connection with any mediation proceeding the provisions of Rule 408 of the Federal Rules of Evidence."
6. Each provision of this Amendment will be effective only to the extent that, with respect to the provision, the jurisdictional requirements of the South Dakota Franchises Brand-Name Goods and Services Law is met independently of this Amendment. Franchisor does not waive its right to challenge the enforceability of any state law and declares void or unenforceable any provision contained in this Agreement. Franchisor and Franchisee will enforce the provisions of this Agreement to the extent permitted by law.

FRANCHISOR
SOUPER SALAD FC, LLC
A Texas limited liability company

FRANCHISEE

By: _____

By: _____

Name: Dawn Petite

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

EXHIBIT B
AREA DEVELOPMENT AGREEMENT



SOUPER SALAD FC, LLC
AREA DEVELOPMENT AGREEMENT

**AREA DEVELOPMENT AGREEMENT
SUMMARY PAGE**

EFFECTIVE DATE: _____

FRANCHISEE(S): _____

ADDRESS FOR NOTICES: _____

TELEPHONE NUMBER: _____

FACSIMILE NUMBER: _____

E-MAIL ADDRESS: _____

INITIAL DEVELOPMENT FEE: ☐ \$ _____, calculated as \$30,000 for the first Restaurant plus \$15,000 for the second and each additional Restaurant to be developed (\$15,000 plus (____ Restaurants x \$15,000) = _____)

☐ \$ _____, calculated as \$15,000 for the first Restaurant plus \$15,000 for the second and each additional Restaurant to be developed (\$15,000 plus (____ Restaurants x \$15,000) = _____) [veteran or first responder's discount]

**NUMBER OF RESTAURANTS
TO BE DEVELOPED** _____

**INITIAL FRANCHISE FEE FOR
THE FIRST RESTAURANT TO
BE DEVELOPED**

☐ \$30,000 (paid as a Development Fee credit)

☐ \$15,000 [veteran or first responder's discount] (paid as a Development Fee credit)

TRANSFER FEE: \$1,500 (Convenience of Ownership, refer to Section 8.2.),
\$2,500 (Non-controlling Interest, refer to Section 8.3.),
\$15,000, plus reimbursements of SSFC's costs in facilitating the transfer (including reasonable attorneys' fees) (Transfer of Agreement, and/or Controlling Interest, refer to Section 8.4.)

Franchisor Initials

Developer Initials

“Area Development Area” is defined as the territory within the boundaries described below. The description may consist of both a map and a written description, and in the event of any conflict between the two, the written description shall prevail.

but excludes all Closed Markets located within such area. A **“Closed Market”** is any facility serving a captive market, including department stores, supermarkets, shopping malls, amusement parks, airports, train stations, travel plazas, casinos, nightclubs, restaurants, public facilities, college and school campuses, arenas, stadiums, ballparks, hospitals, office buildings, convention centers, airlines (in-flight service), military bases, and any other mass gathering events or locations, and facilities of any kind for which food and/or beverage service rights are contracted to a third party or parties (including, but not limited to, designated road ways and facilities adjacent thereto), whether inside or outside of the Area Development Area. As used herein, the term “shopping malls” includes any retail center (enclosed or open), including “outlet malls,” with an aggregate gross leasable area in excess of 350,000 square feet.

If the Area Development Area is defined by streets, highways, freeways or other roadways, or rivers, streams, or tributaries, then the boundary of the Area Development Area extends to the center line of each such street, highway, freeway or other roadway, or river, stream, or tributary.

DEVELOPMENT SCHEDULE:

Development Period	Expiration Date of Development Period	Franchise Agreement executed no later than	Aggregate Number of Restaurants to be Open and in Operation:
1		Date of this Agreement	1
2		Six months prior to Expiration Date	2

**FRANCHISOR ADDRESS
FOR NOTICES:**

Souper Salad FC, LLC
14860 Montfort Drive, Suite 150 PMB 34
Dallas, Texas 75254
Fax: 214-329-1215
Attention: President
cc: Chief Legal Officer

Franchisor Initials

Developer Initials

**SOUPER SALAD
AREA DEVELOPMENT AGREEMENT
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SOUPER SALAD AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT (this “**Agreement**”) is dated as of the date set forth on the cover page to this Agreement between **SOUPER SALAD FC, LLC**, a Texas limited liability company (generally referred to in this Agreement as “**SSFC**”, “**we**” or by similar terms), and the entity or person set forth as the Developer on the Summary Page to this Agreement (generally referred to as “**you**” or similar terms).

ARTICLE I. PREAMBLES

1.1. Preambles.

(a) SSFC, as the result of the expenditure of time, skill, effort and money, has developed a distinctive system relating to the establishment and operation of restaurants (the “**Restaurants**”) that feature an all-you-can-eat buffet of fresh-cut salads, handcrafted soups, breads, desserts and beverages and other related products and services (the “**System**”).

(b) The distinguishing characteristics of the System include, without limitation, products, recipes and menu items, which incorporate SSFC’s trade secrets and proprietary information (collectively, the “**Proprietary Products**”), distinctive exterior and interior design, decor, color scheme, fixtures, and furnishings; standards and specifications for products and supplies; service standards; uniform standards, specifications, and procedures for operations; procedures for inventory and management control; training and assistance; and advertising and promotional programs; all of which may be changed, improved, and further developed by SSFC from time to time.

(c) The System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited, to the mark “**SOUPER SALAD®**” and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated by SSFC in writing for use in connection with the System (the “**Marks**”). SSFC has obtained the right to use, and to license others to use, the Proprietary Products, the Marks and the System.

(d) SSFC continues to develop, use, and control the use of the Marks in order to identify for the public the source of services and products marketed under this Agreement and under the System, and to represent the System’s high standards of quality, appearance, and service.

(e) SSFC desires to expand and develop the Restaurant in the Development Area, and you wish to develop and operate SOUPER SALAD Restaurants under the System in the Development Area, upon the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE II. GRANT

2.1. Grant of Area Development Rights.

(a) We hereby grant to you, and you hereby accept, the right to develop and operate the number of SOUPER SALAD Restaurants (individually a “**Restaurant**”) set forth in the Development Schedule at locations to be determined, subject to our approval, in the Development Area set forth on the Summary Page to this Agreement (the “**Development Area**”), subject to the terms and conditions of this Agreement and the Franchise Agreements to be entered into by you for each Restaurant. An increase or decrease in the boundaries of any city included within the Development Area shall have no effect on the Development Area as it is described on the Summary Page to this Agreement. In the event of any dispute concerning geographical limits, our sole decision shall control as to the exact boundaries of the Development Area. Except as otherwise provided herein, and subject to your compliance with the terms of this Agreement, we agree not to operate or grant to any other person or entity other than you a license for the operation of a Restaurant within the Development Area during the term of this Agreement.

(b) Except to the limited extent expressly provided in the immediately preceding sentence, the grant of the area development rights in Section 2.1.(a) is non-exclusive, and we and our Affiliates reserve to ourselves all rights not granted to you by this Agreement. These reserved rights include the right to: (i) establish and operate, or grant others the right to establish and operate, SOUPER SALAD Restaurants at any locations we deem appropriate outside the Development Area regardless of their proximity to the Restaurant; (ii) establish and operate, or grant others the right to establish and operate, SOUPER SALAD Restaurants or similar businesses identified by one or more of the Marks at Closed Markets within or outside the Development Area and regardless of their proximity to the Restaurant; (iii) distribute products identified by the Marks or any other trademark through Alternative Channels of Distribution including, without limitation, grocery stores, supermarkets, convenience stores, restaurants, virtual kitchens, ghost kitchens, and via mail order, catalog sales, third party delivery systems, and/or the Internet. The parties acknowledge and agree that SSFC may operate, and/or license the right to third parties to operate, virtual kitchens, ghost kitchens, and/or virtual sales platforms on third party services, including but not limited to Door Dash, Uber Eats, Grub Hub, and Postmates, using the SOUPER SALAD trademarks or service marks, which may operate and deliver in your Development Area; (iv) establish and operate, and grant others the right to establish and operate businesses offering the same, similar; or different menu items and products under different names or service marks in and outside the Development Area, regardless of their proximity to the Restaurant; (v) advertise and promote the System and its menu items and products through any means, including the Internet; (vi) in situations in which we purchase, merge, acquire, or affiliate with another business, we may continue to operate, franchise, or license the acquired business anywhere, including in the Development Area, under the Marks or a different trademark, and (vii) if the Development Area has been granted on a non-exclusive basis as set forth on the summary pages of the Area Development Agreement.

2.2. No Right or License to Use the Marks, Trade Dress or the System. We do not grant any right or license to you hereunder to use any of the Marks, the Trade Dress or the System. Nothing in this Agreement shall permit you to operate a Restaurant, except pursuant to a duly executed and subsisting Franchise Agreement, and you shall not use the Marks, the Trade Dress or the System without our prior express written approval which we may withhold or condition in our discretion.

2.3. No Right to Sublicense. You shall have no right to and shall not sublicense any right granted under this Agreement. To enforce this intent, you may not transfer less than all of your rights under this Agreement and may transfer any such rights only to the extent permitted and in accordance with Article 8 hereof.

2.4. No Right to Conduct Other Business. If you are an Entity, you agree to conduct no business other than the business contemplated hereunder and under any effective Franchise Agreement between us and you.

2.5. Ownership and Entity Owners. If you are an Entity, the name, address and ownership percentage of all holders of a direct or indirect ownership interest in you shall be set forth on Attachment B, Entity Information. You must immediately provide to us updated information upon the occurrence of any change in the ownership information set forth on the Summary Page to this Agreement. Each Entity Owner shall, jointly and severally, guarantee your performance of all of your obligations, covenants and agreements hereunder pursuant to the terms and conditions of the Guaranty and Personal Undertaking in the form of Attachment C to this Agreement, and shall otherwise bind themselves to the terms of this Agreement as stated herein and in the Guaranty and Personal Undertaking.

ARTICLE III. COVENANTS NOT TO COMPETE

3.1. In-Term Non-Compete. You agree and acknowledge that we would be unable to protect the Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Restaurants if you and other Restricted Persons were permitted to hold interests in or perform services for a Competitive Business. You also acknowledge and agree that we have entered into this Agreement with you in consideration of and reliance upon your agreement to deal exclusively with us. Therefore, during the term of this Agreement, neither you nor any other Restricted Person will:

(a) have any direct or indirect interest in a Competitive Business, except other Restaurants operated by you or such permitted Restricted Person under Franchise Agreements with us;

(b) perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business, except for Restaurants operated by you or such permitted Restricted Person under Franchise Agreements with us; or

(c) recruit or hire any employee who, within the immediately preceding six-month period, was employed by us or any Restaurants operated by us, our Affiliates or another franchisee or licensee of us, without obtaining the prior written permission of us or the franchisee or licensee, as the case may be.

3.2. Post-Term Non-Compete. For a continuous, uninterrupted three (3) year period commencing upon a Transfer of this Agreement or transfer of a Controlling Interest of you, expiration of this Agreement, or termination of this Agreement (regardless of the cause of termination), you agree that no Restricted Person who was a Restricted Person before such event will have any direct or indirect interest as an owner, investor, partner, director, officer, employee, consultant, representative or agent or in any other capacity in any Competitive Business located or operating within (i) the Development Area or, if greater, the metropolitan area in which your Development Area is located, or (ii) five (5) miles of any Restaurant wherever located, except Restaurants operated by you or such permitted Restricted Person under Franchise Agreements with us. You expressly acknowledge that you and the Restricted Persons possess skills and abilities of a general nature and have other opportunities for exploiting those skills. Consequently, enforcement of the covenants made in this Section 3.2. will not deprive you or any of the other Restricted Persons of your or their personal goodwill or ability to earn a living. The three (3)-year restrictive time period will be extended by any period of time during which you or any Restricted Person is not in compliance with this covenant.

3.3. Shareholder Exception. The restrictions of Sections 3.1. and 3.2., above, do not apply to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent 2% or less of the number of shares of that class of securities issued and outstanding.

3.4. Enforcement of Non-Competes. If any covenant in this Agreement which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited and/or length of time, but would be enforceable by reducing any part or all of the covenant, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought, and that a court may revise the covenant so that it would be enforceable as revised or sever.

3.5. Additional Provisions. The parties acknowledge and agree that SSFC shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 3.1. and 3.2., or any portion thereof, without your consent or the consent of any Entity Owner, effective immediately upon delivery of written notice to the affected party; and you and each Entity Owner agree that such person shall comply forthwith with any covenant as so modified, which shall be fully enforceable. You and each Entity Owner expressly agree that the existence of any claims you may have against SSFC, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by SSFC of the covenants in this Article 3. You agree to pay all costs and expenses (including reasonable attorneys' fees) incurred by SSFC in connection with the enforcement of this Article 3.

3.6. Breach of Covenants Causes Irreparable Injury. You acknowledge that your violation of any covenant of this Article 3 would result in irreparable injury to SSFC for which no adequate remedy at law may be available, and you consent to the issuance of, and agree to pay all court costs and reasonable attorneys' fees incurred by SSFC in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to such conduct or action.

ARTICLE IV. TERM

4.1. Term. The term of this Agreement shall commence on the date first above referenced and unless sooner terminated pursuant to Article 9 hereof, shall terminate at the earlier of the opening of the last Restaurant set forth on the Development Schedule or the expiration of the last Development Period set forth on the Summary Page to this Agreement.

4.2. Upon Expiration of Term. Unless Additional Development Obligations shall have been agreed upon, and a new area development agreement shall have been executed by the parties pursuant to Section 7.2., following the

expiration of the term of this Agreement, or the sooner termination of this Agreement: (a) you shall have no further right to construct, equip, open or operate additional Restaurants which are not, at the time of such termination or expiration, the subject of a then existing Franchise Agreement between you (or permitted Affiliate of you) and us which is in then in full force and effect; and (b) we and our Affiliates may thereafter construct, equip, open or operate, and license others to construct, equip, open or operate Restaurants at any location (within or outside of the Development Area), without any restriction, subject to any territorial rights granted for any then-existing Restaurant developed pursuant hereto under a validly subsisting Franchise Agreement executed for such Restaurant.

ARTICLE V. FEES

5.1. Development Fee. Upon execution of this Agreement, you shall pay to us a Development Fee in the amount set forth in the Summary Pages (the “**Development Fee**”). The Development Fee will be an amount equal to 100% of the Initial Franchise Fee for each Restaurant to be developed hereunder. When each Franchise Agreement is signed, we will credit a portion of the Development Fee payment (“**Development Credit**”) toward satisfaction of the applicable Initial Franchise Fee due thereunder. Development Credits will be calculated on the same basis as the Development Fee, and will be applied to Initial Franchise Fees only to the extent that the Development Fee has been paid. The Development Fee (including, without limitation, the Development Credit) is fully earned by us when paid and is not refundable, in whole or in part, under any circumstances.

5.2. Rights and Initial Franchise Fee. You or your approved affiliate must sign a Franchise Agreement for each Restaurant to be developed at the time you are prepared to begin developing the Restaurant. This Agreement confers only the right to develop a specified number of Restaurants in the Development Area, is not a Franchise Agreement, and does not grant a franchise to operate any particular one or more Restaurants. The initial franchise fee for each Restaurant to be develop hereunder is set forth on the Summary Page to this Agreement. You acknowledge and agree that the Initial Franchise Fee is fully earned by us when paid and is not refundable.

5.3. Royalty Fee. Each Franchise Agreement signed under this Agreement shall provide that the Royalty Fee shall be equal to 5% of Gross Revenue.

ARTICLE VI. DEVELOPMENT PROCEDURE AND COORDINATION WITH FRANCHISE AGREEMENTS

6.1. Site Review. You must apply for and obtain license and site approval from us for each Restaurant to be developed pursuant to this Agreement in compliance with our then current license and site approval criteria and procedures. You acknowledge that our approval of a particular site does not constitute any representation or guarantee by us that such site will be a successful location for a Restaurant. Failure to obtain any such approval or our withdrawal of any such approval once obtained shall not extend or modify the Development Schedule. After your proposed site has been accepted by us pursuant to this Section 6.1., you shall proceed to negotiate a lease or purchase agreement for the site and shall submit to us for our approval a copy of the proposed lease relating to such site prior to execution by you. You shall not execute any lease or purchase agreement for any Restaurant until we have delivered to you a fully executed Franchise Agreement as contemplated below and such lease agreement has been reviewed and accepted by us. You shall not, except at your own risk, enter into any legally binding commitments with vendors or lessors until we have given you in writing both license and site approval. You shall construct, equip and furnish all Restaurants in accordance with then-current System approved plans and specifications for Restaurants.

6.2. Separate Franchise Agreements.

(a) After we have approved the site, and no less than ten days before the commencement of construction on any Restaurant, you shall enter into our then current form of Franchise Agreement. The Franchise Agreement for the first Restaurant to be developed under this Agreement is the form attached as Exhibit A. The Franchise Agreement for the second and each additional Restaurant will be in the form of SSFC’s then-current Franchise Agreement, the terms of which may be materially different from the terms of Exhibit A. Franchise Agreements executed pursuant to this Agreement shall provide for a fixed Royalty Fee, Brand Development Fund contributions and required expenditures for local advertising in the same manner as in the Franchise Agreement executed by you and us concurrently herewith.

(b) Nothing in this Agreement shall be construed as obligating us to enter into a Franchise Agreement in the event you are in default of any obligation contained herein or in any Franchise Agreement between us and you.

ARTICLE VII. DEVELOPMENT SCHEDULE

7.1. Development Schedule.

(a) You shall develop, open and operate the number of Restaurants within the Development Area and execute a Franchise Agreement for each Restaurant (the “**Development Obligations**”) in strict accordance with the Development Schedule set forth on the Summary Page to this Agreement.

(b) You may accelerate the Development Obligations. If you fail to meet your Development Obligations within any Development Period because of Force Majeure, the time period in which the Development Obligations may be met shall be extended for the period of the delay, up to a maximum of six months. Any such extension shall not affect any other Development Period or the remainder of the Development Schedule or any other provisions of this Agreement.

(c) In the event of an event constituting Force Majeure, you shall notify us in writing within five days following commencement of the alleged Force Majeure event, detailing the extent and specific nature of the event and how it has impacted your performance hereunder. You shall continue to provide us with updates and all information as we may request, including your progress and diligence in responding to and overcoming the Force Majeure event.

7.2. Limited Additional Development Rights.

(a) If you desire to engage in further development of the Development Area in excess of your Development Obligations, you shall at the earlier of (i) one hundred (180) days prior to the scheduled expiration of the term of this Agreement or (ii) the date on which acceptance of the proposed site for the last Restaurant required to meet your Development Obligations is issued, notify us in writing (“**Additional Development Notice**”) of your desire to develop additional Restaurants in the Development Area and a plan for such development over a new term, setting forth the number of proposed Restaurants and the deadlines for the development of each of them within such proposed term. Your right to additional development shall be exercised only in accordance with this Section 7.2. This Agreement is not otherwise renewable.

(b) We may decline to extend to you any additional development rights. If we determine that we will grant you additional development rights but the additional development obligations proposed by the Additional Development Notice is unacceptable in any respect(s), you shall have the option to (subject to this Section 7.2.) negotiate during the following 60 days in an effort to reach mutually agreeable additional development obligations.

(c) If the additional development obligations proposed by the Additional Development Notice is acceptable to us, or if we reach agreement on alternative additional development obligations (the “**Additional Development Obligations**”) within the sixty (60) day period, we shall deliver to you a copy of our then-current Franchise Disclosure Document, if required by applicable law, and containing our then-current area development agreement, which may vary substantially from this Agreement, setting forth the agreed upon Additional Development Obligations. Within thirty (30) days after our delivery of the area development agreement, but no sooner than immediately after any applicable waiting periods prescribed by applicable law have passed, you shall execute SSFC’s then-current area development agreement and pay the applicable development fee for the Restaurants required by the Additional Development Obligations. If you have so executed and returned the copies and have satisfied the conditions set forth below, we will execute the copies and return one fully executed copy to you.

(d) Your right to develop additional restaurants shall be subject to your fulfillment of the following conditions:

(i) You and each of your Affiliates shall have fully performed all of your obligations under this Agreement and all other agreements between us and you (or the applicable Affiliate);

(ii) Financial Conditions. You and any Affiliates satisfy SSFC’s then-current financial criteria for developers and Owners of Souper Salad Restaurants. You and any Affiliates have been and are faithfully performing

all terms and conditions under each of the existing Franchise Agreements with SSFC. You are not in default and have not been in default during the rolling twelve (12) months preceding your request for financial approval, of any monetary obligations owed to SSFC or its Affiliates under any Franchise Agreement or any other agreement between you or your Affiliates and SSFC or its Affiliates. You acknowledge and agree that it is vital to SSFC's interest that each of its franchisees must be financially sound to avoid failure of a Restaurant and that such failure would adversely affect the reputation and good name of Souper Salad and the System.

(iii) At the expiration of each Development Period and at the expiration of the term of this Agreement, you shall have met your Development Obligations, and you shall thereafter have continued to operate, in the Development Area, not less than the aggregate number of Restaurants then required by the Development Obligations set forth on the Development Schedule;

(iv) Prior to the expiration of the term of this Agreement, we and you shall have executed a new area development agreement pursuant to this Agreement, and you and all permitted Affiliates of you who then have a currently effective Franchise Agreement or area development agreement with us must sign a general release of any claims they may then have against us or our Affiliates, on a form prescribed by us; and

(d) You shall have paid to us a renewal fee for the additional development period equal to \$15,000 for each Restaurant to be developed during the additional development period.

ARTICLE VIII. TRANSFERS

8.1. Transfer by Us. We may transfer or assign all or any part of the rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of SSFC's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all of SSFC's obligations under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, you expressly affirm and agree that SSFC and/or its Affiliates may sell their assets, the Proprietary Products, Marks, Copyrighted Works or the System; may sell securities in a public offering or in a private placement; may merge, acquire other corporations, or be acquired by another corporation; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring. With regard to any of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of SSFC's name, the Proprietary Products, Copyrighted Works, Marks (or any variation thereof) and System and/or the loss of association with or identification of Souper Salad FC, LLC as the franchisor under this Agreement. You specifically waive any and all other claims, demands or damages arising from or related to the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing. You agree that SSFC has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as SOUPER SALAD Restaurants operating under the Marks or any other marks following SSFC's purchase, merger, acquisition or affiliation, regardless of the location of these facilities (which you acknowledge may be proximate to any SOUPER SALAD Restaurant developed under this Agreement and/or within the Area Development Area).

8.2. Transfer by Individual Developer to Business Entity for Convenience. If you are an individual, you may transfer your interest in this Agreement to a Business Entity for convenience of operation within the first twelve (12) months of this Agreement by signing SSFC's standard form of assignment and assumption agreement if (a) the Business Entity is formed solely for purposes of continuing your development rights and obligations, (b) you provide to SSFC a copy of the Business Entity's formation and governing documents and a certificate of good standing from the jurisdiction under which the Business Entity was formed, and (c) you pay to SSFC a \$1,500 transfer fee.

8.3. Transfer Among Owners; Transfer of Non-Controlling Interest. If you are a Business Entity, your Owners may transfer their ownership interests in the Business Entity among each other, and may transfer up to a Non-Controlling Interest in the Business Entity to one or more third parties, if (a) you have provided to SSFC advance notice of the

transfer, (b) Attachment C to this Agreement has been amended to reflect the new ownership, (c) each new Owner has signed a Guaranty and Personal Undertaking in the form of Attachment D, and (d) you pay to SSFC a \$2,500 transfer fee.

8.4. Transfer of Agreement; Transfer of Controlling Interest. All other transfers (including any sale or transfer of your interest in this Agreement, the sale or transfer of all or substantially of the assets of any Restaurant developed hereunder, and the sale of a Controlling Interest in you if you are a Business Entity) require SSFC's prior written consent. For the purpose of determining whether you are transferring and/or selling a Controlling Interest or a Non-Controlling Interest, "**Control**" shall mean the ability to direct the business decisions of a business entity or to exercise the voting rights of fifty percent (50%) or more of the voting shares of a business entity, or ownership of fifty percent (50%) or more of the shares of a business entity, or the ability to appoint half or a majority of the directors (or equivalent officers) of a business entity. SSFC will not unreasonably withhold its consent to a transfer, but may condition its consent on satisfaction of any or all of the following:

8.4.1. Your written request for consent and delivery to SSFC of a copy of the proposed transfer agreements, including sale terms, at least thirty (30) days prior to the proposed transfer, and SSFC has determined, in its sole and reasonable discretion, that the terms of the sale will not materially and adversely affect the post transfer viability of any Franchised Business in operation at the time of transfer;

8.4.2. The transferee has demonstrated to SSFC's satisfaction that the transferee meets SSFC's then-current educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to operate each Franchised Business; and has sufficient equity capital to operate each Franchised Business;

8.4.3. All of your accrued monetary obligations and all other outstanding obligations to SSFC, its Affiliates, and third party suppliers shall be up to date, fully paid and satisfied, and you must be in full compliance with this Agreement and any other agreements between you and SSFC, its Affiliates and your suppliers;

8.4.4. You or the transferee shall have agreed to refurbish each Restaurant premises identified by SSFC so that it meets SSFC's image requirements for new SOUPER SALAD Restaurants;

8.4.5. You and each Owner shall have executed a general release, in a form satisfactory to SSFC, of any and all claims against SSFC and its Affiliates and their respective officers, directors, managers, shareholders, members, agents, employees, successors and assigns, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that any release will not be inconsistent with any state law regulating franchising;

8.4.6. You or the transferee shall have paid the applicable Transfer Fee in the amount of \$15,000 and has reimbursed SSFC for all reasonable costs and expenses it incurred (including its attorneys' fees) in facilitating the transfer;

8.4.7. The transferee shall have executed SSFC's then-current form of Area Development Agreement, the terms of which may be materially different than the terms of this Agreement and may include, among other things, a different percentage royalty fee and different advertising obligations. The term of such Area Development Agreement shall be the remaining term of this Agreement at the time of transfer;

8.4.8. If the transferee is a Business Entity, then the transferee's Owners each shall sign SSFC's standard form of Guaranty and Personal Undertaking. If any person required to sign a Guaranty and Personal Undertaking is a corporation or other Business Entity (an entity other than a natural person), then its owners and parents also shall execute the Guaranty and Personal Undertaking; it being the intent of the parties that each entity in the chain of ownership, and each natural person holding a beneficial interest in the franchise, either directly or indirectly through Business Entities, will also execute the Guaranty and Personal Undertaking;

8.4.9. The transferee shall have complied with SSFC's then-current initial training requirements for the operation of each then-existing Restaurant; and

8.4.10. If SSFC introduced the buyer to you, you have paid all fees due SSFC under its then-current franchise resale policy or program.

8.5. Transfer of Franchise Agreements. Notwithstanding Section 8.4. of this Agreement, you may, with SSFC's prior written consent, execute and contemporaneously assign your right to enter into a Franchise Agreement pursuant to this Agreement to a Business Entity under common control with you if (a) such Business Entity executes and complies with the terms and conditions of the Franchise Agreement; and (b) you pay SSFC a Franchise Assignment Fee in the amount of \$2,500.

8.6. Transfers Void. Any purported transfer, by operation of law or otherwise, made without SSFC's prior written consent will be considered null and void and will be considered a material breach of this Agreement.

8.7. Security Interest. You may grant a security interest in this Agreement only to the limited extent permitted by Section 9-408 of the Uniform Commercial Code. Any such security interest may only attach to an interest in the proceeds of the operation of the Franchised Business and may not entitle or permit the secured party to take possession of or operate the Franchised Business or to transfer your interest in this Agreement or the franchise without SSFC's consent.

8.8. Private or Public Offerings. If you are a Business Entity and you intend to issue equity interests pursuant to a private or public offering, you shall first obtain SSFC's written consent, which consent shall not be unreasonably withheld. You must provide to SSFC for its review a copy of all offering materials (whether or not such materials are required by applicable securities laws) at least sixty (60) days prior to such documents being filed with any government agency or distributed to investors. No offering shall imply (by use of the Marks or otherwise) that SSFC is participating in an underwriting, issuance or offering of your securities, and SSFC's review of any offering shall be limited to ensuring compliance with the terms of this Agreement. SSFC may condition its approval on satisfaction of any or all of the conditions set forth in Section 8.4. and on execution of an indemnity agreement, in a form prescribed by SSFC, by you and any other participants in the offering. For each proposed offering, you shall pay to SSFC a retainer in an amount determined by SSFC, which SSFC shall use to reimburse itself for the reasonable costs and expenses it incurs (including, without limitation, attorneys' fees and accountants' fees) in connection with reviewing the proposed offering.

8.9. Right of First Refusal. If you receive a bona fide offer to purchase your interest in this Agreement, or if any Owner receives a bona fide offer to purchase his or her equity interests in you, and you or such Owner wishes to accept such offer, you or the Owner must deliver to SSFC written notification of the offer and, except as otherwise provided herein, SSFC shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to purchase the seller's interest on the same terms and conditions offered by the third party. If the bona fide offer provides for the exchange of assets other than cash or cash equivalents, the bona fide offer shall include the fair market value of the assets and you shall submit with the notice an appraisal prepared by a qualified independent third party evidencing the fair market value of such assets as of the date of the offer. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by SSFC as in the case of an initial offer. If SSFC elects to purchase the seller's interest, closing on such purchase must occur by the later of: (a) the closing date specified in the third party offer; or (b) within sixty (60) days from the date of notice to the seller of SSFC's election to purchase. SSFC's failure to exercise the option described in this Section 8.9. shall not constitute a waiver of any of the transfer conditions set forth in this Article 8.

8.10. Transfer Upon Death or Incapacitation. Upon the death or permanent incapacity (mental or physical) of any person with an interest in this Agreement or you, the executor, administrator, or personal representative of such person shall transfer such interest to a third party approved by SSFC within six (6) months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as an inter vivos transfer, except that the transfer fee shall be waived. In the case of transfer by devise or inheritance, however, if the heirs or beneficiaries of any such person are unable to meet the conditions of this Section 8.10., the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by SSFC within six (6) months, which disposition shall be subject to all the terms and conditions for transfer contained in this Agreement. If the interest is not disposed of within such period, SSFC may, at its option, terminate this Agreement, pursuant to Section 9.1(b).

8.11. Non-Waiver of Claims. SSFC's consent to a transfer shall not constitute a waiver of any claims it may have against the transferring party, and it will not be deemed a waiver of SSFC's right to demand strict compliance with any of the terms of this Agreement, or any other agreement to which SSFC's and the transferee are parties, by the transferee.

8.12. Disclosure to Transferee. SSFC may communicate directly with any prospective transferee. You expressly consent to SSFC, its Affiliates, contractors, suppliers, or vendors disclosing to the prospective transferee any information SSFC deems appropriate. You release SSFC, its Affiliates, contractors, suppliers, and vendors, and their respective directors, officers, employees, and agents from any claims, losses, or liability of yours resulting from any disclosure made by SSFC in good faith. Nothing in this provision is intended to obligate SSFC to provide any information to a prospective transferee.

ARTICLE IX. DEFAULT AND TERMINATION

9.1 Termination In the Event of Bankruptcy or Insolvency. You shall be deemed to be in default under this Agreement, and all rights granted to you in this Agreement shall automatically terminate without notice, **(a)** if you become insolvent or make a general assignment for the benefit of creditors; **(b)** if a petition in bankruptcy is filed by you or such a petition is filed against you and you do not oppose it; **(c)** if you are adjudicated as bankrupt or insolvent; **(d)** if a bill in equity or other proceeding for the appointment of a receiver for you or other custodian for your business or assets is filed and consented to by you; **(e)** if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; **(f)** if proceedings for a composition with creditors under any state or federal law is instituted by or against you; **(g)** if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed); **(h)** if you are dissolved; or **(i)** if execution is levied against your business or property.

9.2. Termination with Notice and Without Opportunity to Cure. SSFC has the right to terminate this Agreement, which termination will become effective upon delivery of notice without opportunity to cure if: **(a)** you fail to meet the Development Schedule; **(b)** you or any Owner is convicted of, or pleads no contest to, a felony, a crime involving moral turpitude, or any other crime or offense that SSFC believes is reasonably likely to have an adverse effect on the System; **(c)** there is any transfer or attempted transfer in violation of Article 8 of this Agreement; **(d)** you or any Owner fails to comply with the confidentiality or non-compete covenants in Article 13 and Article 3 of this Agreement; or **(e)** you or any Owner has made any material misrepresentations in connection with your application for franchise development rights; or **(f)** SSFC delivers to you three (3) or more written notices of default pursuant to this Article 9 within any rolling 12-month period, whether or not the defaults described in such notices ultimately are cured.

9.3. Termination with 10-Day Cure Period. SSFC has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure the following defaults within ten (10) days after delivery of written notice: **(a)** failure to obtain or maintain required insurance coverage; **(b)** failure to pay any amounts due to SSFC; **(c)** failure to pay any amounts due to your trade creditors (unless such amount is subject to a bona fide dispute); or **(d)** failure to pay any amounts for which SSFC has advanced funds for or on your behalf, or upon which SSFC is acting as guarantor of your obligations.

9.4. Termination with 30-Day Cure Period. Except as otherwise provided in this Article 9, SSFC has the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure any curable default within thirty (30) days after delivery of written notice.

9.5 Termination Related to Death or Permanent Incapacity. SSFC has the right to terminate this Agreement if an approved transfer as required by Section 8.10, is not effected within the designated time frame following a death or permanent incapacity (mental or physical).

9.6. Cross-Default. Any default under any agreement between you and SSFC or its Affiliates (including any Franchise Agreement), which you fail to cure within any applicable cure period, shall be considered a default under this Agreement and shall provide an independent basis for termination of this Agreement.

9.7. Additional Remedies. If you are in default of this Agreement, SSFC may, in its sole discretion, elect to exercise any one or more of the following remedies in lieu of terminating this Agreement: **(a)** terminate or modify any territorial protections granted to you in each Franchise Agreement identified by SSFC; **(b)** reduce the size of the Development Area; or **(c)** reduce the number of Restaurants which you may establish pursuant to the Development Schedule. If SSFC elects to exercise one or more of the additional remedies set forth above, you agree to continue to develop Restaurants in accordance with your rights and obligations under this Agreement, as modified. To the extent such rights are modified pursuant to this Section 9.7., you acknowledge that SSFC will be entitled to establish, and to license others to establish, Souper Salad Restaurants in some or all of the Development Area, except as otherwise provided under any Franchise Agreement which is then in effect between SSFC and you or your Affiliates. SSFC's exercise of any of its remedies under this Section 9.7. shall not constitute a waiver by SSFC to exercise SSFC's option to terminate this Agreement at any time with respect to a subsequent event of default of a similar or different nature.

9.8. Our Right to Terminate if You Default. Except as otherwise provided in this Section 9.2., your failure to cure a default under this Agreement within thirty (30) days from the date of written notice of default delivered to you (or within the cure period specified above with respect to such default, as the case may be) will give us good cause to terminate this Agreement; provided, that in the case of a breach or default in the performance of your (or your permitted Affiliates') obligations under any Franchise Agreement or other written agreement, the notice and cure provisions of the Franchise Agreement or other agreement shall control, except in those instances below where termination is immediate and without opportunity to cure. In all instances, termination will be accomplished by delivering to you written notice of termination, which notice will state the grounds for the termination and will be effective; (i) immediately without any opportunity to cure in the case of the defaults described in Sections 9.1 above; or (ii) thirty (30) days after the date of such notice of termination in all other cases. If you cure any default after the applicable cure period has expired, we retain the right to terminate this Agreement. In any event, our right to terminate this Agreement is in addition to all other rights and remedies available to us. In addition to the foregoing, we may terminate this Agreement upon any other ground or by any shorter period of notice (but not less than thirty (30) days except as provided above) as may be permitted by applicable law or regulation. The provisions of any valid, applicable law or regulation prescribing permissible grounds, cure rights or minimum periods of notice for termination of this Agreement will supersede any provision of this Agreement that is less favorable to you than such law or regulation.

9.9. Alternate Remedies. In lieu of termination, as a condition of cure of the default, we may modify the terms of this Agreement, including the time period in which to develop, the number of Restaurant franchises to be developed and the development area. Such modifications will be evidenced in an amendment to this Agreement signed by the parties.

9.10 Your Right to Terminate if We Default. We will be in default under this Agreement if we materially breach a provision contained herein. Our failure to either cure such a default within thirty (30) days from the date of a written notice of default delivered to us or, if such default cannot reasonably be cured within thirty (30) days, to provide proof to you of efforts which are reasonably calculated to cure such default within a reasonable time (which will in no event be more than sixty (60) days after notice), will give you good cause to terminate this Agreement, provided you are in compliance with this Agreement. Termination will be accomplished by delivering to us written notice of termination, which notice will state the grounds for the termination and will be effective ten (10) days after delivery to us. Your right to terminate this Agreement is in addition to whatever other rights and remedies are available to you.

ARTICLE X. POST-TERM OBLIGATIONS

10.1. The termination of the development rights:

- (a) shall not affect or diminish the effect of any provision of this Agreement which expressly or by implication shall come into force or continue in force after termination; and
- (b) shall not release you from any obligation to pay any sums owed under this Agreement or to pay franchise fees, Royalty fees, or other sums owed to us under Franchise Agreements or other agreements; and
- (c) shall not terminate any Franchise Agreements between you and us for the operation of Restaurants unless such event of default also by its terms serves as an event of default under the Franchise Agreement.

ARTICLE XI.
INDEPENDENT CONTRACTOR, INSURANCE AND INDEMNIFICATION

11.1. Independent Contractor. The parties acknowledge and agree that you are operating the business contemplated under this Agreement as an independent contractor. Nothing contained in this Agreement shall create or be construed to create a partnership, joint venture, or agency relationship between the parties. Neither party shall have fiduciary or any similar special obligations to the other or be liable for the debts or obligations of the other, you acknowledge that the relationship created by this Agreement is solely an arm's length business relationship. Neither party shall have the right to bind the other, transact business in the other party's name or in any manner make any promises or representations on behalf of the other party, unless otherwise agreed in writing by the parties. You shall conspicuously identify yourself and the business contemplated under this Agreement in all dealings with your customers, contractors, suppliers, public officials, and others, as an independent franchisee of Souper Salad, and shall place a conspicuous notice, in the form and at such place as SSFC prescribes, notifying the public of such independent ownership.

11.2. Indemnification. You shall indemnify and defend to the fullest extent by law, SSFC, its parent company, its Affiliates and their respective officers, directors, regional directors, managers, employees, shareholders, members, agents, successors and assigns, (collectively the "**Indemnitees**") from any and all "**losses and expenses**" (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with your operation of the business contemplated under this Agreement (an "**event**"), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the Indemnitees; provided, however, that this indemnity shall not apply to any liability arising from the gross negligence of Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided in this Agreement shall extend to any finding of comparative negligence or contributory negligence attributable to you). For the purpose of this Section 11.2., the term "**losses and expenses**" shall be deemed to include compensatory, exemplary, or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; and all other costs associated with any of the foregoing losses and expenses. Under no circumstances shall SSFC be required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim under this provision, and SSFC's failure to seek such recovery or mitigate its loss will in no way reduce the amounts recoverable by SSFC under this provision. You shall give SSFC prompt notice of any event of which you are aware, for which indemnification is required, and, at your expense and risk, SSFC may elect to assume (but under no circumstance is obligated to undertake) the defense and/or settlement thereof, provided that SSFC will seek your advice and counsel. Any assumption by SSFC shall not modify your indemnification obligation. SSFC may, in its sole and absolute discretion, take such actions as it seems necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereof as may be, in SSFC's sole and absolute discretion, necessary for the protection of the Indemnitees or the System. This provision survives termination or expiration of this Agreement.

11.3. Representations of Developer.

11.3.1. You represent and warrant that the information set forth in Attachment C, incorporated by reference hereto, is accurate and complete in all material respects. You shall notify SSFC in writing within ten (10) days of any change in the information set forth in Attachment C. You further represent to SSFC that: (a) you are duly organized and validly existing under the law of the state of your formation; (b) you are duly qualified and authorized to do business in each jurisdiction in which your business activities or the nature of the properties you own require such qualification; (c) your corporate charter or written partnership or limited liability company agreement, as applicable, will at all times provide that your activities are confined exclusively to the development and operation of the Franchised Business. You warrant and represent that neither you nor any of your Affiliates or Owners own, operate or have any financial or beneficial interest in any business that is the same as or similar to an Souper Salad restaurant; and (d) the execution of this Agreement and the performance of the transactions contemplated by this Agreement are within your corporate power, or if you are a partnership or a limited liability company, are permitted under your written partnership or limited liability company agreement and have been duly authorized.

11.3.2. You acknowledge and agree that you have conducted an independent investigation of the business contemplated under this Agreement, that you fully understand your obligations under this Agreement, and that you recognize and assume all associated risks. In addition, you acknowledge that Franchisor makes no representation: (i) that your Area Development Area contains a sufficient number of acceptable locations to meet the number of Restaurants to be developed under the Development Schedule; nor (ii) that your Area Development Area is sufficient to economically support the number of Restaurants to be developed under the Development Schedule. You acknowledge that you have performed all related and necessary due diligence before your execution of this Agreement and that, accordingly, you assume the risk of identifying a sufficient number of acceptable locations within the Development Area, and the economic risk of developing the agreed-upon number of Restaurants within the Development Area.

11.3.3. Except for representations contained in SSFC's Franchise Disclosure Document provided to you in conjunction with this franchise offering, you represent that neither SSFC nor its Affiliates and/or their agents or representations have made any representations, and you have not relied on representations made by SSFC, its Affiliates or their agents or representatives, concerning actual or potential gross revenues, expenses or profit of an Souper Salad Restaurant.

11.3.4. You acknowledge that you have received a complete copy of Souper Salad Franchise Disclosure Document at least fourteen (14) calendar days before you signed this Agreement or paid any consideration to Souper Salad for your franchise rights.

11.3.5. You acknowledge that you have read and that you understand the terms of this Agreement and each attachment, and that you have had ample time and opportunity to consult with an attorney or business advisor of your choice about the potential risks and benefits of entering into this Agreement.

11.3.6. You represent that neither your property nor any interest in your property, nor the property of any of your Owners, officers, directors, managers, partners, agents or employees, or their respective interests therein, have been blocked pursuant to Executive Order 13224 of September 23, 2001, pertaining to persons who commit, threaten to commit, or support terrorism ("**Blocked Persons**"). You represent and warrant to Souper Salad that you will not accept money from or employ any Blocked Person.

11.4 Insurance Obligations.

(a) You shall maintain in full force and effect at all times during the Term of this Agreement, at your expense, an insurance policy or policies protecting you, SSFC, its parent company and its Affiliates, and their respective partners, shareholders, members, directors, regional directors, managers, agents, employees, successors and assigns, (collectively, the "**SSFC Insureds**"), against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense arising or occurring upon or in connection with the operation of the business contemplated under this Agreement.

(b) Such policy or policies shall: (i) be written by insurer(s) licensed and admitted to write coverage in the state in which the Franchised Business (as defined in the Franchise Agreement) is located and with a rating of "A" or better as set forth in the most recent edition of Best's Key Rating Guide; (ii) name SSFC and the SSFC Insureds on a primary non-contributory basis; (iii) the additional insured coverage must be provided on an Additional Insured Grantor of Franchise Endorsement per form CG2029 (or an endorsement form with comparable wording acceptable to SSFC); and (iv) comply with SSFC's written requirements at the time such policies are obtained, and provide at least the types and minimum amounts of coverage that SSFC requires from time to time. SSFC may unilaterally modify these insurance requirements, which modifications may include increasing minimum policy limits, by delivering to you written notice of the change.

(c) In connection with any and all insurance that you are required to maintain under Section 11.4., you and your insurers shall agree to waive their rights of subrogation against SSFC, and you shall provide evidence of such waiver in accordance with this Section 11.4.

(d) Your obligation to obtain and maintain insurance shall not be limited in any way by reason of any insurance that may be maintained by SSFC, nor shall your performance of that obligation relieve you of liability under the indemnity provisions set forth in Section 11.2. of this Agreement.

(e) All public liability and property damage policies shall contain a provision that SSFC and its Affiliates, although named as additional insureds, shall nevertheless be entitled to recover under such policies on any loss occasioned to SSFC, or any of the SSFC Insureds by reason of your negligence.

(f) At least ten (10) days prior to the time you are first required to carry insurance, and thereafter at least thirty (30) days prior to the expiration of any policy, you shall deliver to SSFC certificate of insurance evidencing your compliance with this Article 11. Each certificate of insurance shall expressly provide that no less than thirty (30) days' prior written notice shall be given to SSFC in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by such certificates.

(g) If you fail to procure or maintain these minimum insurance requirements, SSFC or its designee shall have the right and authority (but not the obligation) to procure such insurance on your behalf. Such right shall be in addition to and not in lieu of any other rights or remedies available to SSFC. If this occurs, you shall reimburse SSFC the cost of the premium upon demand.

ARTICLE XII. APPROVALS AND WAIVERS

12.1. Approvals in Writing. Whenever this Agreement requires our prior approval or consent, you shall make a timely written request to us therefor, as required, and such approval or consent shall be obtained in writing. Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any action or request by you, we have the absolute right to refuse any request by you or to withhold our approval of any action by you that requires our approval.

12.2. Waivers. Either we or you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice of waiver to the other or such other effective date stated in the notice of waiver. Any waiver granted by us will be without prejudice to any other rights we may have, will be subject to our continuing review and may be revoked, in our sole discretion, at any time and for any reason, effective upon delivery to you of ten days' prior written notice.

12.3. Certain Acts Not to Constitute Waivers. Neither we nor you will be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand exact compliance with every term, condition and covenant in this Agreement or to declare any breach to be a default and to terminate this Agreement prior to the expiration of its term) by virtue of (a) any custom or practice of the parties at variance with the terms of this Agreement; (b) any failure, refusal or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations under this Agreement, including any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, with respect to other Restaurants or franchise or area development agreements; or (c) our acceptance of any payments due from you after any breach of this Agreement.

ARTICLE XIII. NOTICES AND CONFIDENTIALITY

13.1. Notices. All notices or demands shall be in writing and shall be served in person, by Express Mail, by certified mail; by private overnight delivery; or by or by facsimile or other electronic system. Service shall be deemed conclusively made **(a)** at the time of service, if personally served; **(b)** twenty-four (24) hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail; **(c)** upon the earlier of actual receipt or three (3) calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; **(d)** twenty-four (24) hours after delivery by the party giving the notice, statement or demand if by private overnight delivery; and **(e)** at the time of transmission by telecopier, if such transmission occurs prior to 5:00 p.m. on a Business Day and a copy of such notice is mailed within twenty-four (24) hours after the transmission. Notices and demands shall be given to the respective parties at the addresses set forth on the Summary Pages, unless and until a different address has been designated by

written notice to the other party. Either party may change its address for the purpose of receiving notices, demands and other communications as in this Agreement by providing a written notice given in the manner aforesaid to the other party.

13.2 Nondisclosure of Confidential Information. You shall maintain the confidentiality of all Confidential Information. You shall use Confidential Information only in connection with the development and operation of the Restaurants, and you shall divulge Confidential Information only to your employees, and only on a need to know basis. This obligation shall survive expiration or termination of this Agreement.

ARTICLE XIV. CONSTRUCTION

14.1. Entire Agreement. This Agreement and its Attachments represent the entire fully integrated agreement between the parties and supersede all other negotiations, agreements, representations, and covenants, oral or written. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that SSFC made in the franchise disclosure document (including its exhibits and amendments) that SSFC delivered to you in connection with this franchise offering. Except for those changes permitted to be made unilaterally by SSFC hereunder, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to in writing by the parties and executed by their authorized officers or agents.

14.2. No Waiver. Except for those changes permitted to be made unilaterally by SSFC hereunder, no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless the same is made in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid.

14.3. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement; provided, however, that the portions of this Agreement relating to the payment of fees to SSFC and the portion relating to the protection and preservation of the Marks and the Confidential Information are critical to this Agreement. If any portion of this Agreement relating to those matters is declared invalid or unenforceable for any reason, SSFC may terminate this Agreement immediately on written notice to you.

14.4. Survival of Terms. Any provision or covenant of this Agreement that expressly or by its nature imposes obligations beyond the expiration or termination of this Agreement shall survive such expiration or termination.

14.5. Definitions and Captions. Unless otherwise defined in this body of this Agreement, capitalized terms shall have the meaning ascribed to them in Attachment A ("Definitions"). All captions in this Agreement are intended for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision of this Agreement.

14.6. Persons Bound. This Agreement shall be binding on the parties and their respective successors and assigns. As applicable, each Owner shall execute the Guaranty and Personal Undertaking attached as Attachment C. If any person required to sign a Guaranty and Personal Undertaking is a corporation or other business entity (an entity other than a natural person), then its owners and parents also shall execute the Guaranty and Personal Undertaking; it being the intent of the parties that each entity in the chain of ownership, and each natural person holding a beneficial interest in the franchise, either directly or indirectly through business entities, will also execute the Guaranty and Personal Undertaking. Failure or refusal to do so shall constitute a material breach of this Agreement. You and each Owner shall be joint and severally liable for each person's obligations hereunder and under the applicable Guaranty and Personal Undertaking.

14.7. Rules of Construction. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. Terms used in this Agreement shall be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the

other(s) which would render the provision unenforceable, the provision shall be given the meaning that renders it enforceable.

14.8. Timing. Time is of the essence with respect to all provisions in this Agreement. Notwithstanding the foregoing, if performance of either party is delayed on account of a Force Majeure, the applicable deadline for performance shall be extended for a period commensurate with the Force Majeure, but not to exceed twelve (12) months.

14.9. Business Judgment. Notwithstanding any contrary provisions contained in this Agreement, the parties hereto acknowledge and agree that **(a)** this Agreement (and the relationship of the parties which arises from this Agreement) grants SSFC the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with your explicit rights and obligations hereunder that may affect favorably or adversely your interests; **(b)** SSFC will use its business judgment in exercising such discretion based on SSFC's assessment of its own interests and balancing those interests against the interests, promotion and benefit of the System and Restaurants generally (including SSFC, and its Affiliates and other franchisees), and specifically without considering your individual interests or the individual interests of any other particular franchisee (examples of items that will promote or benefit the System and Restaurants generally include, without limitation, enhancing the value of the Marks and/or the SOUPER SALAD brand, improving customer service and satisfaction, improving project quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System); **(c)** SSFC will have no liability to you for the exercise of its discretion in this manner; and **(d)** even if SSFC has numerous motives for a particular action or decision, so long as at least one motive is a reasonable business justification no trier of fact in any legal action shall substitute its judgment for SSFC's judgment so exercised and such action or decision will not be subject to challenge for abuse of discretion. IF SSFC TAKES ANY ACTION OR CHOOSES NOT TO TAKE ANY ACTION IN ITS DISCRETION WITH REGARD TO ANY MATTER RELATED TO THIS AGREEMENT AND ITS ACTION OR INACTION IS CHALLENGED FOR ANY REASON, THE PARTIES EXPRESSLY DIRECT THE TRIER OF FACT THAT SSFC'S RELIANCE ON A BUSINESS REASON IN THE EXERCISE OF ITS DISCRETION IS TO BE VIEWED AS A REASONABLE AND PROPER EXERCISE OF ITS DISCRETION, WITHOUT REGARD TO WHETHER OTHER REASONS FOR SSFC'S DECISION MAY EXIST AND WITHOUT REGARD TO WHETHER THE TRIER OF FACT WOULD INDEPENDENTLY ACCORD THE SAME WEIGHT TO THE BUSINESS REASON.

14.10. Developer's Acknowledgment. You acknowledge that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by you, after having had a reasonable opportunity to retain and confer with counsel. You further acknowledge and represent to SSFC that you are entering into this Agreement after a full investigation, and that, in entering into this Agreement, you are not relying upon any statements or representations not embodied in this Agreement including any amendments or exhibits attached hereto.

ARTICLE XV.

APPLICABLE LAW; DISPUTE RESOLUTION

15.1. Choice of Law. This Agreement and all claims arising out of or related to this Agreement or the parties' relationship created hereby shall be construed under and governed by the laws of the State of Texas (without giving effect to any conflict of laws).

15.2. Private Negotiation. The parties agree to use their best efforts to resolve and settle by direct, private negotiation any claim, controversy or dispute (a "**Dispute**") that arises under or in relation to this Agreement, the Restaurant or the Franchise.

15.3. Mediation.

15.3.1. The parties acknowledge that during the Term and any extensions of this Agreement certain disputes may arise that the parties are unable to resolve, but that may be resolvable through mediation. To facilitate such resolution, Souper Salad, you, and each Owner agree to submit any claim, controversy or dispute between Souper Salad or its Affiliates (and Souper Salad's and its Affiliate's respective owners, officers, directors, managers, agents, representatives and/or employees) and you or your Affiliates (and your Owners, agents, representatives and/or employees) arising out of or related to **(a)** this Agreement or any other agreement between Souper Salad and you, **(b)** Souper Salad's relationship with you, or **(c)** the validity of this Agreement or any other agreement between Souper Salad and you, to mediation before bringing such claim, controversy or dispute in a court or before any other tribunal.

15.3.2. The mediation shall be conducted by a mediator agreed upon by SSFC and you and, failing such agreement within not more than fifteen (15) days after either party has notified the other of its desire to seek mediation, by the American Arbitration Association or any successor organization (“AAA”) in accordance with its rules governing mediation. Mediation shall be held at the offices of the AAA in the city in which SSFC maintains its principal business address at the time of the mediation. The costs and expenses of mediation, including the compensation and expenses of the mediator (but excluding attorneys’ fees incurred by either party), shall be borne by the parties equally.

15.3.3. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the mediator has been chosen, then, unless such time period is extended by written agreement of the parties, either party may bring a legal proceeding pursuant to Section 15.4. The parties agree that statements made during such mediation proceeding will not be admissible for any purpose in any subsequent legal proceeding.

15.3.4. Notwithstanding the foregoing provisions of this Section 15.3, the parties’ agreement to mediate shall not apply to controversies, disputes or claims related to or based on amounts owed to SSFC pursuant to this Agreement, the Marks or SSFC’s Confidential Information. Moreover, regardless of this mediation agreement, SSFC and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief in any court of competent jurisdiction.

15.3.5 Neither illness, Covid, inconvenience, weather, or any other reason shall serve to excuse your personal appearance for mediation.

15.4. Venue. With respect to any controversies, disputes or claims which are not finally resolved through mediation as provided in Section 15.3., the parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought and maintained exclusively within the state and federal judicial district courts located in the county in which we maintain our principal business headquarters at the time the action is initiated, and the parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Nothing in this Agreement shall bar our right to seek injunctive relief from any court of competent jurisdiction; and you agree to pay all costs and reasonable attorneys’ fees that we incur in obtaining such relief.

15.5 Non-exclusivity of Remedy. No right or remedy conferred upon or reserved to SSFC or you by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy in this Agreement or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

15.6. WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY WAIVES 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.

15.7. WAIVER OF PUNITIVE AND CONSEQUENTIAL DAMAGES. WITH THE EXCEPTION OF OUR RIGHT TO SEEK INDEMNIFICATION FOR THIRD PARTY CLAIMS AS SET FORTH IN THIS AGREEMENT AND OUR RIGHT TO SEEK RECOVERY OF LOST FUTURE PROFITS AS A MEASURE OF CONTRACT DAMAGES, IN THE EVENT OF YOUR BREACH OF THIS AGREEMENT, THE PARTIES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF TIME, INCONVENIENCE, LOSS OF USE, OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

15.8. Injunctive Relief. Notwithstanding anything to the contrary contained in this Article 15, we and you will each have the right in a proper case to obtain specific performance, temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction. However, unless we elect otherwise, the parties will contemporaneously submit their dispute for mediation on the merits. You agree that we may have temporary or preliminary injunctive relief without bond, but upon due notice, and your sole remedy in the event of the entry of such injunctive relief will be the dissolution of the injunctive relief, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived).

15.9. Rights of Parties Are Cumulative. Our and your rights under this Agreement are cumulative and the exercise or enforcement of any right or remedy under this Agreement will not preclude the exercise or enforcement by a party of any other right or remedy under this Agreement which it is entitled by law or this Agreement to exercise or enforce.

15.10. Costs and Attorneys' Fees. If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit.

15.11. Contractual Limitations Period. No legal action or proceeding may be brought against SSFC or its officers, directors, agents, or employees, for any claim or cause of action (whether sounding in contract, tort, or otherwise) unless such action or proceeding is instituted within two (2) years and one day from the date the claim or cause of action accrued. This provision is intended to shorten any applicable statute of limitations to the extent permitted by law.

15.12. Joint and Several Liability. If you consist of two or more persons or Entities, whether or not as partners, joint venturers, or co-owners, the obligations and liabilities of each person and Entity to us are joint and several.

15.13. Disavowal of Oral Representations. You and we acknowledge that we want all terms of our business relationship to be defined in this written agreement, and that neither of us wants to enter into a business relationship with the other in which any terms or obligations are subject to any oral statements in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations as set forth in this Agreement. Therefore, you and we agree that this Agreement will supersede and cancel any prior and/or contemporaneous discussions between us. We each agree that we placed, and will place, no reliance on any such discussions. You agree that no representations have been made to you concerning this Agreement or any of the SOUPER SALAD franchise other than as contained in this Agreement and the Franchise Disclosure Document you received before you signed this Agreement (the "FDD"). You agree that no claims, representations, warranties or guarantees, express or implied, regarding actual or potential earnings, sales, profits or success of your SOUPER SALAD Restaurant have been made to you other than as set forth in Item 19 of the FDD.

15.14. No Affiliate Liability. No past, present or future director, officer, employee, incorporator, member, partners, stockholder, subsidiary, Affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of SSFC or of any of our Affiliates, will have any liability for (a) any obligations or liabilities SSFC has relating to or arising from this Agreement, or (b) any claim against SSFC based on, in respect of, or by reason of, the transactions contemplated by this Agreement. This provision will not, however, affect any right, duty or obligation of SSFC or yours, or of any guarantor of your obligations.

15.15. Counterparts. This Agreement may be executed in multiple copies, each of which will be deemed an original.

ARTICLE XVI.

ACKNOWLEDGMENTS AND REPRESENTATION

16.1. Independent Investigation. You acknowledge that you received a copy of this Agreement with Appendices relating thereto at least seven (7) calendar days prior to the date on which this Agreement was executed. You further acknowledge that you have received the SOUPER SALAD Franchise Disclosure Document required by applicable state law or by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising" at least fourteen (14) calendar days prior to the date on which this Agreement was executed. You further acknowledge and represent that you have read and understood this Agreement and the Franchise Disclosure Document and understand and accept the provisions of this Agreement as being reasonably necessary to maintain our high standards of quality and service and the uniformity of those standards at all SOUPER SALAD Restaurants and to protect and preserve the goodwill of the Marks.

(a) You acknowledge that you have conducted an independent investigation of the business to be developed hereunder and to be franchised, and recognize that the business venture contemplated by this Agreement and the Franchise Agreement involves business risks and that its success will be largely dependent upon the ability of you as an independent businessman.

(b) You acknowledge and understand that any information relating to the sales, profits or cash flows of SOUPER SALAD Restaurants operated by us or our franchisees that is contained in our Franchise Disclosure Document, if any, and other materials (including in particular any historical operating results of the Restaurant to be operated by you, if purchased from us) is intended only to be an indication of historical performance of certain SOUPER SALAD Restaurants and NOT of potential future financial performance.

(c) You acknowledge that any financial performance representation contained in Item 19 of our Franchise Disclosure Document is a representation of historical performance of existing SOUPER SALAD Restaurants and is not a warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement and by the Franchise Agreement. We expressly disclaim the making of, and you acknowledge that you have not received, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this Agreement or the Franchise Agreement.

(d) You acknowledge that we have provided you ample time and opportunity to consult with advisors of your own choosing about the potential benefits and risk of entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the day and year first above written.

FRANCHISOR:

SOUPER SALAD FC, LLC,
a Texas limited liability company

DEVELOPER:

By: _____

Name: Dawn Petite

Title: President

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

SOUPER SALAD FC, LLC
AREA DEVELOPMENT AGREEMENT
ATTACHMENT A

DEFINITIONS

“Affiliate” as used in relation to a specified person or entity, means any person or entity that directly or indirectly owns or controls such person or entity, is directly or indirectly owned or controlled by such person or entity or is under common control with such person or entity.

“Closed Market” means any facility serving a captive market, including department stores, supermarkets, shopping malls, amusement parks, airports, train stations, travel plazas, casinos, nightclubs, restaurants, public facilities, college and school campuses, arenas, stadiums, ballparks, hospitals, office buildings, convention centers, airlines (in-flight service), military bases, and any other mass gathering events or locations, and facilities of any kind for which food and/or beverage service rights are contracted to a third party or parties (including, but not limited to, designated road ways and facilities adjacent thereto). As used herein, the term “shopping malls” includes any retail center (enclosed or open), including “outlet malls,” with an aggregate gross leasable area in excess of 350,000 square feet.

“Competitive Business” means any business operating, or granting franchises or licenses to others to operate, a restaurant or any substantially similar food service business in which sales of salads, soups and sandwiches (other than in the latter case hamburgers, hot dogs and similar specialty sandwiches) represent 30% or more of the business’s gross sales.

“Confidential Information” means any information relating to our authorized menu items, products, or services, or the development or operation of Restaurants, including site selection criteria; recipes and preparation methods; operating methods, techniques, formats, specifications, systems, procedures, sales and marketing techniques and knowledge of and experience in the development and operation of Restaurants; marketing programs for Restaurants; and knowledge of product specifications and suppliers, materials, supplies, equipment, furnishings and fixtures. “Confidential Information” shall not include information which (a) has entered the public domain or was demonstrably known to you prior to our disclosure of such information, other than by the breach of an obligation of confidentiality owed by anyone to us or our Affiliates; (bi) becomes known from a source other than us or our Affiliates and other than by the breach of an obligation of confidentiality owed (by anyone) to us or our Affiliates; or (c) was demonstrably independently developed without the use or benefit of any of our Confidential Information.

“Controlling Interest” means an interest, the ownership of which empowers the holder or holders to exercise a controlling influence over the management, policies or personnel of an Entity. Ownership of 10% or more in the aggregate of the equity or voting securities of a corporation, limited liability company or limited liability partnership or ownership of any general partnership interest in a general or limited partnership will be deemed conclusively to constitute a Controlling Interest in the corporation, limited liability company or partnership, as the case may be.

“Copyrighted Works” means works of authorship which are owned by SSFC and fixed in a tangible medium of expression including, without limitation, the content of the Manual, the design elements of the Marks, SSFC’s product packaging and advertising and promotional materials, and the content and design of SSFC’s Web site and advertising and promotional materials.

“Development Period” means each of the time periods indicated in the Development Schedule, during which you shall have the right and obligation to (i) construct, equip, open and thereafter continue to operate Restaurants and (ii) execute Franchise Agreements therefor in accordance with the Development Obligations.

“Development Schedule” means the Development Schedule set forth on the Summary Page to this Agreement by which you must construct, equip and open Restaurants in the Development Area.

“Entity” or **“Business Entity”** means a corporation, general partnership, joint venture, limited partnership, limited liability partnership, limited liability company, trust, estate or other business entity.

“Entity Owner” or **“Owner”** means any shareholder, partner or member owning directly or beneficially 10% or more of the ownership interests in an Entity or any general partner or co-venturer in the Entity; the trustees or administrators of any trust or estate; and any beneficiary of a trust or estate owning, directly or beneficially, 10% or more of the interests in the trust or estate. If any Entity Owner within the scope of this definition is itself an Entity (including an Entity Owner that is an Entity Owner because of this sentence), the term “Entity Owner” also includes Entity Owners (as defined in the preceding sentence) in the Entity. It is the intent of this definition to “trace back” and include within the definition of Entity Owner all natural persons owning the requisite interests to qualify as Entity Owners.

“Force Majeure” means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire or other natural catastrophe); strikes, lockouts or other industrial disturbances; war, terrorist acts, riot, or other civil disturbance; epidemics; or other similar forces which you could not by the exercise of reasonable diligence have avoided; provided however, that neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with you by any lender, landlord, or other person shall be an event of Force Majeure under this Agreement, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. Your financial inability to perform or your insolvency shall not be an event of Force Majeure under this Agreement.

“Franchise Agreement” means the form of agreement prescribed by us used to grant a license to use our System to operate a single Restaurant at a defined location, including all addendums, appendices, schedules, exhibits, riders, guarantees or other related instruments, all as amended from time to time.

“Gross Revenue” means all revenue from the sale of all products and services related to the Franchised Business (regardless of whether such products are served at the Franchised Business or elsewhere), and all other income of every kind and nature related to the Franchised Business, including, without limitation, catering, income and proceeds of business interruption insurance, whether for cash or credit and regardless of collection in the case of credit. Gross Revenue will exclude the following items, but only to the extent that they have been included: (i) all federal, state or municipal sales, use or service taxes collected from customer and paid to the appropriate taxing authority, (ii) employee meals, (iii) the amount of any actual refunds, exchanges, over-rings, allowances and authorized discounts, which have been given to customers in good faith, and (iv) self-liquidating promotional items (i.e., non-food items sold at any amount not exceeding their approximate cost) that we have first approved. If any state or local taxing authority imposes a tax (other than a net income tax) on any payments you make to us, you must also pay the tax.

“Marks” means the trademarks, trade names, service marks, logos and other commercial symbols which we authorize franchisees to use to identify the menu items, products and/or services offered by Restaurants, including the trademarks and service marks “SOUPER SALAD” and the Trade Dress (defined below) and the goodwill associated therewith; provided that such trademarks, trade names, service marks, logos and other commercial symbols and the Trade Dress are subject to modification and discontinuance at our sole discretion and additional or substitute trademarks, trade names, service marks, logos, commercial symbols or Trade Dress may be established by us in the future.

“Owner” means each individual or entity holding a beneficial ownership in Developer. It includes all shareholders of a corporation, all members of a limited liability company, all general and limited partners of a limited partnership, and the grantor and the trustee of the trust. If any person required to sign a Guaranty and Personal Undertaking is a corporation or other business entity (an entity other than a natural person), then its owners and parents also shall execute the Guaranty and Personal Undertaking; it being the intent of the parties that each entity in the chain of ownership, and each natural person holding a beneficial interest in the franchise, either directly or indirectly through business entities, will be considered an “Owner” under this Agreement.

“Restaurant” or **“SOUPER SALAD Restaurant”** means a restaurant, identified by the Marks, that features the menu items, products and services that we require or authorize for sale.

“Restricted Person” means you; each of your Entity Owners, if you are an Entity; your Affiliates; and the spouses, natural and adopted children and siblings of any of you, your Entity Owners and Affiliates that are individuals.

“System” means a distinctive system relating to the establishment, maintenance and operation, in accordance with SSFC’s standards and specifications (as may be modified by SSFC from time to time), of a restaurant featuring an all-you-can-eat buffet of fresh-cut salads, handcrafted soups, breads, desserts and beverages. For avoidance of doubt, the establishment, maintenance and operation, in accordance with SSFC’s standards and specification, may include, without limitation, regulation of all aspects of the establishment, maintenance and operation of the Restaurant that SSFC determines, from time to time, to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks, the Restaurant, the System and other SOUPER SALAD Restaurants.

“Trade Dress” means the designs, color schemes, decor and images which we authorize and require our franchisees to use in connection with the operation of Restaurants, as it may be revised and further developed by us or our Affiliates from time to time.

“Transfer” means the voluntary or involuntary, direct or indirect transfer, assignment, sale, gift, pledge, mortgage, encumbrance, hypothecation or other disposition (including those occurring by operation of law and a series of transfers that in the aggregate constitute a Transfer) of any of your interest in this Agreement, a Franchise Agreement or of a Controlling Interest in you.

“You” means the individual(s) or entity(ies) identified as the developer in the Summary Pages. If more than one individual or entity is identified as the “developer,” the developer will be considered a general partnership comprised of the individual(s) and/or entity(ies) and the term “you” will refer to the general partnership.

SOUPER SALAD FC, LLC
AREA DEVELOPMENT AGREEMENT
ATTACHMENT B
ENTITY INFORMATION

If the developer is an entity, you represent and warrant that the following information is accurate and complete in all material respects as of _____.

- (1) Developer is a _____, formed under the laws of the state of _____.
- (2) You shall provide to SSFC concurrently with the execution hereof true and accurate copies of the Developer's charter documents and governing documents including Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution hereof, and any amendments to the foregoing.
- (3) You promptly shall provide such additional information as SSFC may from time to time request concerning all persons who may have any direct or indirect financial interest in the franchisee entity.

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

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____

- (5) The address where the Developer's Financial Records, and other records (e.g. Articles of Incorporation, Bylaws, Operating Agreement, Partnership Agreement, etc.) are maintained is:

_____.

FRANCHISOR:

SOUPER SALAD FC, LLC,
a Texas limited liability company

DEVELOPER:

By: _____

Name: Dawn Petite

Title: President

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

SOUPER SALAD FC, LLC
AREA DEVELOPMENT AGREEMENT
ATTACHMENT C
GUARANTY AND PERSONAL UNDERTAKING

THIS **GUARANTY AND PERSONAL UNDERTAKING** (this “**Guaranty**”) is given _____, 20____, by the undersigned (referred to in this Guaranty as “you” or similar terms), with respect to the Area Development Agreement (the “**Development Agreement**”) between _____ (“**Developer**”) and **Souper Salad FC, LLC** (“**Franchisor**” or “**SSFC**”) dated _____.

For good and valuable consideration, you unconditionally guarantee to Franchisor, and to its respective successors and assigns, the full, complete and timely payment and performance of each and all of the terms, covenants and conditions of the Development Agreement to which Developer is a party (and any modification or amendment to such Development Agreement) to be kept and performed by Developer during the term of such Development Agreement, including the payment of all royalties, rents, fees, and other charges accruing pursuant to such Development Agreement.

The undersigned each hereby jointly and severally expressly agree to be individually bound by all of the covenants contained in the above referenced Development Agreement that apply to the undersigned (sometimes referred to in the Development Agreement as a “**Restricted Person**”), and agree that this Guaranty does not grant the undersigned any right to use the Marks or System.

You further agree as follows:

1. This Guaranty shall continue in favor of Franchisor notwithstanding any extension, modification, or alteration of the Development Agreement, and notwithstanding any assignment of the Development Agreement, with or without the consent of Franchisor. No extension, modification, alteration or assignment of the Development Agreement shall in any manner release or discharge you, and you consent to any such extension, modification, alteration or assignment.
2. This Guaranty shall continue unchanged by the occurrence of bankruptcy or other insolvency event, with respect to Developer or any assignee or successor of the Developer or by any disaffirmance or abandonment of the Development Agreement by a trustee in bankruptcy of Developer. Neither your obligation to make payment or render performance in accordance with the terms of this Guaranty nor any remedy for the enforcement of this Guaranty shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Developer or its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency.
3. Your liability under this Guaranty is primary and independent of the liability of Developer. You waive any right to require Franchisor to proceed against any other person or to proceed against or exhaust any security held by Developer or any other guarantor at any time or to pursue any right of action accruing to Developer under the Development Agreement to which Developer is a party. Franchisor may proceed against you and Developer and/or any other guarantor(s), jointly and severally or may, at its option, proceed against you without having commenced any action, or having obtained any judgment, against Developer and/or any other guarantor(s). You waive the defense of the statute of limitations in any action under this Guaranty or for the collection of any indebtedness or the performance of any obligation pursuant to this Guaranty.
4. You agree to pay all attorneys’ fees and all costs and other expenses incurred in any collection or attempted collection of this Guaranty or in any negotiations relative to the obligations guaranteed or in enforcing this Guaranty against you.
5. You waive notice of any demand on Developer by Franchisor, any notice of default in the payment of amounts contained or reserved in the Development Agreement, or any other notice of default under the Development

Agreement. You expressly agree that the validity of this Guaranty and your obligations shall in no way be terminated, affected or impaired by reason of any waiver by Franchisor, or its successors or assigns, or the failure of Franchisor to enforce any of the terms, covenants or conditions of the Development Agreement to which Developer is a party or this Guaranty, or the granting of any indulgence or extension of time to Developer, all of which may be given or done without notice to you.

6. This Guaranty shall extend, in full force and effect, to your assignee or successor and shall be binding upon you and your successors and assigns.

7. Until all obligations of Franchise to Franchisor with respect to the Development Agreement have been paid or satisfied in full, you have no remedy or right of subrogation and you waive any right to enforce any remedy which you have or may in the future have against Franchisor and any benefit of, and any right to participate in, any security now or in the future held by Franchisor.

8. All existing and future indebtedness of the Developer to you is hereby subordinated to all indebtedness and other obligations guaranteed in this Guaranty and, without the prior written consent of Franchisor, shall not be paid in whole or in part, nor will you accept any payment of or on account of any such indebtedness while this Guaranty is in effect.

This Guaranty shall be construed in accordance with the laws of the state of Texas, without giving effect to its conflict of laws principles.

GUARANTOR

By: _____

Name: _____

GUARANTOR

By: _____

Name: _____

GUARANTOR

By: _____

Name: _____

GUARANTOR

By: _____

Name: _____

**SOUPER SALAD FC, LLC
AREA DEVELOPMENT AGREEMENT**

**ATTACHEMENT D
EARLY FRANCHISE INCENTIVE ROYALTY FEE REDUCTION AMENDMENT**

This Early Franchise Incentive Royalty Fee Reduction Amendment to Souper Salad FC, LLC Area Development Agreement (this “**EFI Royalty Fee Reduction Amendment**”) is entered into on _____ (the “**Effective Date of this Amendment**”) by and between Souper Salad FC, LLC, a Texas limited liability company (“**SSFC**” or “**Franchisor**”) and _____, a _____ (“**Developer**” or “**You**”).

RECITALS

A. This Area Development Agreement is being signed in connection with the development of a new SOUPER SALAD® Restaurant that qualifies for the Incentive Program.

B. Accordingly, the parties desire to modify this Area Development Agreement to reflect the incentives offered under SSFC’s Incentive Program.

NOW THEREFORE, in consideration of the mutual promises contained in this EFI Royalty Fee Reduction Amendment and the Franchise Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms shall have the meanings ascribed to them in the Area Development Agreement unless otherwise defined herein.

2. Royalty Fee. The following provision replaces Section 5.3. in its entirety:

Each Franchise Agreement signed under this Area Development Agreement shall provide that the Royalty Fee shall be equal to 5% of Gross Revenue.

Notwithstanding the foregoing, the Franchise Agreement for the first Restaurant to be developed under this Area Development Agreement shall be amended to provide that, so long as you remain in full compliance with the terms of this Area Development Agreement (including your development obligations) and each Franchise Agreement signed under the Area Development Agreement (referred to collectively as your “**Contractual Obligations**”), the Royalty Fee for the first twelve (12) Accounting Periods of operation will be 2.5%; the first year of operation of the Restaurant will hereafter be referred to as the “**Royalty Reduction Period**”). If, during the Royalty Reduction Period, you fail to comply with your Contractual Obligations, SSFC may declare this provision null and void, in which event the Royalty Reduction Period will end, and the Royalty Fee will automatically revert to 5% of Gross Revenue.

For avoidance of doubt, the reduced Royalty Fee will only apply to the first Restaurant to be developed under this Area Development Agreement and subject to such Restaurant being opened within twelve (12) months of the Effective Date of the applicable Franchise Agreement.

3. Affirmation. All other terms of the Area Development Agreement are ratified and affirmed.

Rest of Page Intentionally Left Blank;

IN WITNESS WHEREOF, the parties have executed this EFI Royalty Fee Reduction Amendment.

FRANCHISOR:

SOUPER SALAD FC, LLC,
a Texas limited liability company

By: _____

Name: Dawn Petite

Title: President

Date: _____

DEVELOPER:

By: _____

Name: _____

Title: _____

Date: _____

**SOUPER SALAD FC, LLC
AREA DEVELOPMENT AGREEMENT**

**ATTACHEMENT E
Form of Franchise Agreement**

EXHIBIT C
GENERAL RELEASE
(SAMPLE FORM ONLY)

GENERAL RELEASE (this "Release Agreement")

The undersigned ("**Releasor**") and my heirs, administrators, executors, ancestors, and assigns, (collectively "**Releasor Agent(s)**"), for good and valuable consideration, the receipt of which is hereby acknowledged, hereby remise, release, and forever discharge Souper Salad FC, LLC, a Texas limited liability company ("**SSFC**"), with its principal business offices located at 14860 Montfort Drive, Suite 150 PMB 34, Dallas, Texas 75254 and its parent company, Affiliates, and their respective owners, officers, directors, regional directors, managers, shareholders, members, employees, agents, successors and assigns, (collectively, the "**SSFC Released Parties**") from any and all claims, whether at law or in equity, and all contracts, controversies, claims, and demands whatsoever, at law or in equity, that Releasor and/or any Releasor Agent ever had, now have, or that any of their respective heirs, administrators, ancestors, executors, and/or assigns may have against the SSFC Released Parties including, without limitation, (i) any and all claims arising out of or related to that certain Franchise Agreement between SSFC and _____ dated _____, (ii) the offer and sale of the SOUPER SALAD® franchise opportunity, (iii) any and all claims arising under federal, state, and local laws, rules, and ordinances.

[If Releasor is domiciled or has his or her principal place of business in the State of California]

WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE.

_____ ("**Releasor**") for myself and on behalf of all persons acting by or through me, acknowledge that I am familiar with Section 1542 of the California Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

With respect to those claims being released, I acknowledge, for myself and on behalf of all persons acting by or through me, which I am releasing unknown claims and waive all rights I have or may have under Section 1542 of the California Civil Code or any other statute or common law principle of similar effect. For purposes of this paragraph, I shall be considered to be creditors of SSFC Released Parties, and each of them.

I acknowledge that this general release extends to claims which I do not know or suspect to exist in my favor at the time of executing this Release Agreement, which if were known to me may have materially affected my decision to enter into this Release Agreement. I understand that the facts in respect of which this Release Agreement is given may hereafter turn out to be other than or different from the facts in that connection known or believed to be true. I expressly assume the risk of the facts turning out to be so different and agree that this Release Agreement shall be in all respects effective and not subject to termination or rescission by any such difference in facts.

IN WITNESS WHEREOF, the parties hereto have executed this Release Agreement as of the date set forth below.

Signature: _____

Name: _____

Date: _____

[THIS RELEASE AGREEMENT WILL BE MODIFIED AS NECESSARY FOR CONSISTENCY WITH ANY STATE LAW REGULATING FRANCHISING.]

**EXHIBIT D
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EXHIBIT E
FINANCIAL STATEMENTS
SOUPER SALAD FC, LLC

SOUPER SALAD FC, LLC
(A Limited Liability Company)
FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 28, 2025

SOUPER SALAD FC, LLC
(A Limited Liability Company)
FOR THE YEAR ENDED DECEMBER 28, 2025

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INDEPENDENT AUDITOR'S REPORT

To the Member
Souper Salad FC, LLC

Opinion

We have audited the accompanying financial statements of Souper Salad FC, LLC (a Texas limited liability company), which comprise the balance sheet as of December 28, 2025, and the related statements of income, changes in member's equity (deficit), and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Souper Salad FC, LLC as of December 28, 2025, and the results of its operations and its cash flows for the year 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 of Souper Salad FC, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Souper Salad FC, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

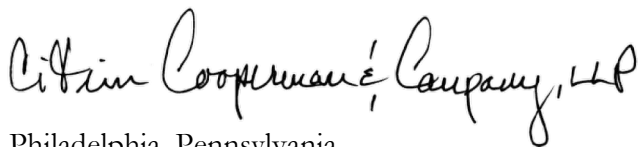
Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Souper Salad FC, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Souper Salad FC, LLC's ability to continue as a going concern for a reasonable period of time.

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



Philadelphia, Pennsylvania

April 6, 2026

SOUPER SALAD FC, LLC
(A Limited Liability Company)
BALANCE SHEET
DECEMBER 28, 2025

ASSETS

Current assets:	
Accounts receivable	\$ <u>5,943</u>
TOTAL ASSETS	\$ <u><u>5,943</u></u>

LIABILITIES AND MEMBER'S DEFICIT

Current liabilities:	
Bank overdraft	\$ 1,419
Accounts payable and accrued expenses	883
Brand fund payable	<u>15,785</u>
Total current liabilities	18,087
Commitments and contingencies (Note 6)	
Member's deficit	<u>(12,144)</u>
TOTAL LIABILITIES AND MEMBER'S DEFICIT	\$ <u><u>5,943</u></u>

See accompanying notes to financial statements.

SOUPER SALAD FC, LLC
(A Limited Liability Company)
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 28, 2025

Revenues:	
Royalties	\$ 213,960
Brand development fund revenue	27,385
Other revenue	<u>4,497</u>
Total revenues	<u>245,842</u>
General and administrative expenses:	
Brand development fund expenses	27,385
Management fees	87,335
Other general and administrative expenses	<u>19,217</u>
Total general and administrative expenses	<u>133,937</u>
NET INCOME	\$ <u><u>111,905</u></u>

See accompanying notes to financial statements.

SOUPER SALAD FC, LLC
(A Limited Liability Company)
STATEMENT OF CHANGES IN MEMBER'S EQUITY (DEFICIT)
FOR THE YEAR ENDED DECEMBER 28, 2025

Balance - December 29, 2024	\$ 680
Net income	111,905
Distributions to Member	<u>(124,729)</u>
BALANCE - DECEMBER 28, 2025	\$ <u>(12,144)</u>

See accompanying notes to financial statements.

SOUPER SALAD FC, LLC
(A Limited Liability Company)
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 28, 2025

Cash flows from operating activities:	
Net income	\$ 111,905
Adjustments to reconcile net income to net cash used in operating activities:	
Changes in operating assets and liabilities:	
Accounts receivable	(1,595)
Bank overdraft	1,419
Brand fund payable	15,785
Accounts payable and accrued expenses	229
Deferred revenue	<u>(3,014)</u>
Net cash provided by operating activities	124,729
Cash used in financing activities:	
Distributions to Member	<u>(124,729)</u>
Net change in cash	-
Cash - beginning	<u>-</u>
CASH - ENDING	<u>\$ -</u>

See accompanying notes to financial statements.

SOUPER SALAD FC, LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 28, 2025

NOTE 1. ORGANIZATION AND NATURE OF OPERATIONS

Souper Salad FC, LLC ("SOFC" or the "Company") is a limited liability company formed in the state of Texas. The Company was formed on May 6, 2014 ("Inception"). The Company is a wholly owned subsidiary of Souper Salad, LLC ("SO LLC", "Member" or the "Parent"), which is a wholly owned subsidiary of BRIX Holdings, LLC ("BRIX" or the "Ultimate Parent"), and was formed in conjunction with the acquisition of the SOUPER SALAD franchise system. In August 2014, the Company's parent, SO LLC, acquired substantially all of the assets of the SOUPER SALAD franchise system. Subsequent to the completion of this acquisition SO LLC assigned the acquired franchise agreements to the Company at the allocated acquisition price.

The Company is in the business of granting franchises for the establishment and operation of cafés that feature a casual atmosphere and offer a menu of high quality, fire-roasted gourmet pizzas, fresh chopped salads, gourmet Italian gelato, and other items under the service mark "SOUPER SALAD."

The Company is a limited liability company, and, therefore, the member is not liable for the debts, obligations or other liabilities of the Company, whether arising in contract, tort, or otherwise, unless the member has signed a specific guarantee.

SO LLC has licensed the SOUPER SALAD trademarks and other intellectual property relating to the SOUPER SALAD franchise system to the Company under a perpetual license agreement (the "License"). The License grants the Company the right to use this trademark and other intellectual property for licensing them to franchisees of the Company in the United States.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting

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

Fiscal year

The Company maintains its records on a 52/53 week accounting cycle which ends on the Sunday closest to December 31.

Use of estimates

The preparation of the financial statements and accompanying notes in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reported period. Estimates are used for the following, among others: revenue recognition, allowance for credit losses, and deferred costs. Actual results could differ from those estimates.

SOUPER SALAD FC, LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 28, 2025

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts receivable

Accounts receivable are stated at the amount the Company expects to collect. The Company maintains allowances for expected credit losses, and changes in the allowance are included in selling, general and administrative expenses in the accompanying statement of income. The Company assesses collectability by reviewing accounts receivable on a collective basis where similar risk characteristics exist. In determining the allowance for credit losses, management considers historical collectability and makes judgments about the creditworthiness of the franchisees based on credit evaluations. Current market conditions and reasonable and supportable forecasts of future economic conditions adjust the historical losses to determine the appropriate allowance for credit losses. Uncollectible accounts are written off when all collection efforts have been exhausted.

The Company has elected the practical expedient available that allows the Company, when developing its reasonable and supportable forecasts for its current allowance for credit losses, to assume conditions as of the balance sheet date persist throughout the forecast period. As such, no adjustment has been made for a reasonable and supportable forecast. In addition, the Company has made an accounting policy election to consider collection activity after the balance sheet date through February 22, 2026, when estimating allowances for credit losses, and therefore, the allowance for credit losses reflects this activity.

Gross accounts receivable at December 28, 2025 and December 29, 2024, were \$5,943 and \$4,348, respectively.

There was no allowance for credit losses for the years ended December 28, 2025 and December 29, 2024.

Incremental costs of obtaining a contract

The Company capitalizes incremental contract costs associated with obtaining franchise contracts which include broker fees, sales commissions, and general fees that would not have been incurred had the franchise sale not occurred. These balances are reported as deferred costs on the balance sheet and are amortized over the term of the related franchise agreements. Amortization is included as commissions in the statement of income.

Revenue recognition

Franchise fees

The Company recognizes revenue in accordance with the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 606-10-25, *Revenue from Contracts with Customers*. In January 2021, FASB issued Accounting Standards Update ("ASU") No. 2021-02, *Franchisors – Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient*. ASU 2021-02 provides a practical expedient that simplifies the application of ASC 606-10-25 about identifying performance obligations and permits franchisors that are not public entities to account for pre-opening services listed within the guidance as distinct from the franchise license. The Company has adopted ASU 2021-02 and implemented the guidance on its revenue recognition policy.

SOUPER SALAD FC, LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 28, 2025

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue recognition (continued)

Franchise fees (continued)

The Company sells individual franchises. The franchise agreements typically require the franchisee to pay an initial, non-refundable fee prior to opening the respective location(s).

A franchise agreement establishes a store developed in one or multiple defined geographic areas and generally provides for a 10-year initial term for traditional stores and five-year initial term for non-traditional stores, with the option to renew for two additional five-year terms. The Company may charge a renewal fee. Subject to the Company's approval, a franchisee may generally renew the franchise agreement upon its expiration. If approved, a franchisee may transfer a franchise to a new or existing franchisee, at which point a transfer fee is typically paid by either an existing or new franchisee, and the existing franchise agreement is terminated. A new franchise agreement is signed with the new franchisee with no franchise fee required beyond the transfer fee described. The term of the new franchise agreement is typically the longer of the remaining existing term or five years.

The Company also entered into store development agreements with certain franchisees. A store development agreement establishes the number of multiple stores that must be developed in a defined geographic area and the deadlines by which these stores must open. The store development agreement can be terminated by the Company if, among other reasons, the store developer fails to open stores on schedule. The Company's franchisees execute a separate franchise agreement for each store opened.

Under the terms of its franchise agreements, the Company typically provides franchise rights, pre-opening services such as site selection and training, and ongoing services. The Company considers certain pre-opening activities and the franchise rights and related ongoing services to represent two separate performance obligations. The franchise fee revenue has been allocated to the two separate performance obligations using a residual approach. The Company has estimated the value of performance obligations related to certain pre-opening activities deemed to be distinct based on cost plus an applicable margin and assigned the remaining amount of the initial franchise fee to the franchise rights and ongoing services. Revenue allocated to preopening activities is recognized when (or as) these services are performed, no later than opening date. Revenue allocated to franchise rights and ongoing services is recognized on a straight-line basis over the contractual term of the franchise agreement as this ensures that revenue recognition aligns with the customer's access to the franchise right. Renewal fees are recognized over the renewal term of the respective franchise from the start of the renewal period. Transfer fees are recognized over the contractual term of the transfer agreement.

SOUPER SALAD FC, LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 28, 2025

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Royalties

Royalties are charged to franchisees, generally weekly, based on a percentage of the store's gross revenue, typically 5%, and are recognized as earned.

Brand development fund revenue

The Company maintains a brand development fund to advertise, market and promote the Souper Salad brand and the franchise network. Funds are collected from franchisees based on an agreed-upon percentage of franchised stores' gross revenue and used to pay costs of, or associated with, marketing, advertising, promotional programs, public relations, and costs to administer the brand development fund. Although brand development fund revenue is not a separate performance obligation distinct from the underlying franchise right, the Company acts as the principal as it is primarily responsible for the fulfillment and control of the brand development services. As a result, the Company records brand development fund contributions in revenue and related brand development fund expenditures in expenses in the statement of income. When brand development fund revenue exceeds the related brand development fund expenses in a reporting period, brand development fund expenses are accrued up to the amount of the brand development fund revenue recognized. Brand development fund revenue is contributed by franchisees based on 1% to 3% of the franchised stores' gross revenue and is recognized as earned.

Other revenue

Other revenue is comprised of technical services fees and termination fees and is recognized as earned.

Deferred franchise cost

Deferred franchise costs consist of commissions incurred related to the franchise rights that are sold to franchisees. These direct costs are deferred until the related revenue is recognized.

Deferred revenue

Contract liabilities consist of deferred revenue resulting from initial franchise fees and transfer fees paid by franchisees, which are recognized on a straight-line basis over the term of the franchise agreements and site selection fees which are recognized upon the opening of the franchise store location.

Advertising and marketing

All costs associated with advertising and marketing are expensed in the period incurred. Advertising and marketing costs amounted to \$- for the year ended December 28, 2025.

SOUPER SALAD FC, LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 28, 2025

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes

The Company is treated as a partnership for tax purposes and, as such, is not liable for federal or state income tax. As a single-member limited liability company, and therefore a disregarded entity for income tax purposes, the Company's assets, liabilities, and items of income, deduction and credit are combined with and included in the income tax return of the Ultimate Parent. Accordingly, the accompanying financial statements do not include a provision or liability for federal or state income taxes. The Company recognizes income tax related interest and penalties in interest expense and other general and administrative expenses, respectively.

The Company's ultimate parent, BRIX, files income tax returns in the U.S. federal jurisdiction and the states in which it operates. The Company is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Company believes it is no longer subject to income tax examinations for years prior to 2021.

In accordance with FASB ASC 740-10, *Income Taxes*, the Company is required to disclose uncertain tax positions. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return only when it is determined that the income tax position will more likely than not be sustained upon examination by taxing authorities. The Company has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Company believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, the Company has not recorded any reserves or related accruals for interest and penalties for uncertain income tax positions at December 28, 2025.

Subsequent events

In accordance with FASB ASC 855, *Subsequent Events*, the Company has evaluated subsequent events through April 6, 2026, the date on which these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

Franchised outlets

The following data reflects the status of the Company's franchises as of December 28, 2025:

Franchises sold	-	
Franchises purchased	-	
Franchised outlets in operation	3	
Franchisor-owned outlets in operation	-	

SOUPER SALAD FC, LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 28, 2025

NOTE 3. CONCENTRATIONS OF CREDIT RISK

The Company maintains cash balances in financial institutions which, at times, may exceed amounts insured by the Federal Deposit Insurance Corporation. The Company has not experienced losses in such accounts and believes it is not exposed to any significant credit risk on cash.

For the year ended December 28, 2025, revenue and receivables from three customers totaled 100% of total revenues and accounts receivable.

Concentrations of credit risk with respect to receivables is limited due to the large number of franchisees in the Company's customer base and their geographic dispersion. The Company provides an allowance for expected credit losses equal to the estimated collection losses based on historical experience coupled with a review of the current status of existing receivables.

NOTE 4. REVENUES AND RELATED CONTRACT BALANCES

Disaggregated revenues

The Company derives its revenues from franchisees located throughout the United States. The economic risks of the Company's revenues are dependent on the strength of the economy in the United States and the Company's ability to collect on its contracts. The Company disaggregates revenue from contracts with customers by timing of revenue recognition by type of revenue, as it believes this best depicts how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors.

The following table disaggregates revenue by source for the year ended December 28, 2025:

<i>Point in time:</i>	
Royalties	\$ 213,960
Brand development fund revenue	27,385
Other revenue	<u>4,497</u>
Total point in time	<u>245,842</u>
Total revenues	<u><u>\$ 245,842</u></u>

Contract liabilities

The Company classifies contract liabilities as deferred revenue on the balance sheet. The following table reflects the change in contract liabilities for the year ended December 28, 2025:

Deferred revenue - December 29, 2024	\$ 3,014
Amortization of franchisee fees	<u>(3,014)</u>
Deferred revenue - December 28, 2025	<u><u>\$ -</u></u>

SOUPER SALAD FC, LLC
(A Limited Liability Company)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 28, 2025

NOTE 5. RELATED-PARTY TRANSACTION

Transactions with Ultimate Parent

The Company shares certain personnel, occupancy and other general and administrative costs with affiliates of its ultimate parent, BRIX. The allocation of shared cost is included as management fees in the statement of income. For the fiscal year ended December 28, 2025, the Company recognized management fees expense to BRIX in the amounts of \$87,335.

NOTE 6. COMMITMENTS AND CONTINGENCIES

Litigation

The Company is, from time to time, involved in ordinary and routine litigation. Management presently believes that the ultimate outcome of these proceedings, individually or in the aggregate, will not have a material adverse effect on the Company's financial position, results of operations or cash flows. Nevertheless, litigation is subject to inherent uncertainties, and unfavorable rulings could occur. An unfavorable ruling could include money damages and, in such event, could result in a material adverse impact on the Company's financial position, results of operations or cash flows for the period in which the ruling occurs.

Souper Salad FC, LLC

Financial Statements

*As of December 29, 2024, December 31, 2023
and January 1, 2023 and for the years then ended*

Souper Salad FC, LLC

Financial Statements

As of December 29, 2024, December 31, 2023 and January 1, 2023
and for the years then ended

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Independent Auditor's Report

To the Member
Souper Salad FC, LLC
Dallas, Texas

Report on the Financial Statements

Opinion

We have audited the financial statements of Souper Salad FC, LLC (the "Company"), which comprise the balance sheets as of December 29, 2024, December 31, 2023 and January 1, 2023, and the related statements of operations, changes in member's equity and cash flows for the years then ended, and related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Souper Salad FC, LLC as of December 29, 2024, December 31, 2023 and January 1, 2023 and the results of its operations, changes in member's equity and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year from the date the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used, and the reasonableness of, significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

A+G LLP

A&G LLP
Dallas, Texas
October 7, 2025

Balance Sheets

As of:	December 29, 2024	December 31, 2023	January 1, 2023
--------	----------------------	----------------------	--------------------

Assets

Current assets:

Cash and cash equivalents	\$ -	\$ -	\$ 100,540
Accounts receivable, net	<u>4,348</u>	<u>3,782</u>	<u>4,471</u>
Total current assets	4,348	3,782	105,011

Intangible assets, net	-	-	3,844
------------------------	---	---	-------

Total assets	\$ 4,348	\$ 3,782	\$ 108,855
---------------------	-----------------	-----------------	-------------------

Liabilities and Member's Equity

Current liabilities:

Accounts payable	\$ 654	\$ -	\$ 400
Accrued expenses	-	-	2,878
Deferred revenue	<u>737</u>	<u>737</u>	<u>737</u>
Total current liabilities	1,391	737	4,015

Long-term liabilities:

Deferred revenue, net	2,277	3,014	3,751
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Member's equity	680	31	101,089
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Total liabilities and member's equity	\$ 4,348	\$ 3,782	\$ 108,855
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Statements of Operations

	December 29,	December 31,	January 1,
For the years ended:	2024	2023	2023
Revenues:			
Franchise fees	\$ 737	\$ 737	\$ 737
Royalties	218,774	206,393	194,591
Brand development fund revenue	43,755	40,681	35,453
Other revenue	4,876	4,594	9,084
Total revenues	268,142	252,405	239,865
General and administrative expenses:			
Advertising and marketing	-	-	12,505
Brand development fund expense	43,376	36,333	104,912
Amortization	-	3,844	9,996
Management fees	-	-	52,469
Other general and administrative expenses	1,057	7,896	56,355
Total general and administrative expenses	44,433	48,073	236,237
Net income	\$ 223,709	\$ 204,332	\$ 3,628

Statements of Changes in Member's Equity

For the years ended:	December 29, 2024	December 31, 2023	January 1, 2023
Balance at beginning of year	\$ 31	\$ 101,089	\$ 684,168
Net income	223,709	204,332	3,628
Contributions from member	-	\$ -	77,312
Distributions to member	(223,060)	(305,390)	(664,019)
Balance at end of year	\$ 680	\$ 31	\$ 101,089

Statements of Cash Flows

For the years ended:	December 29, 2024	December 31, 2023	January 1, 2023
Operating Activities			
Net income	\$ 223,709	\$ 204,332	\$ 3,628
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization	-	3,844	9,996
Provision for credit losses	-	1,000	6,044
Changes in operating assets and liabilities:			
Accounts receivable	(566)	(311)	(5,621)
Prepaid expenses and other current assets	-	-	14,086
Accounts payable	654	(400)	(850)
Accrued expenses	-	(2,878)	(2,196)
Gift card liability	-	-	(136,542)
Deferred revenue	(737)	(737)	(737)
Net cash provided (used) by operating activities	<u>223,060</u>	<u>204,850</u>	<u>(112,192)</u>
Investing Activities			
Net cash provided by investing activities	<u>-</u>	<u>-</u>	<u>-</u>
Financing Activities			
Contributions from member	-	-	77,312
Distributions to member	(223,060)	(305,390)	-
Net cash used by financing activities	<u>(223,060)</u>	<u>(305,390)</u>	<u>77,312</u>
Net decrease in cash and cash equivalents	-	(100,540)	(34,880)
Cash and cash equivalents, beginning of year	-	100,540	135,420
Cash and cash equivalents, end of year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 100,540</u>

Supplemental Disclosure of Cash Flow Information

Non-cash Financing Activity

Distribution to member	\$ -	\$ -	\$ 664,019
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NOTES TO FINANCIAL STATEMENTS

1. Organization and Operations

Souper Salad FC, LLC ("SOFC" or the "Company") is a limited liability company formed in the State of Texas. The Company was formed on May 6, 2014 ("inception"). The Company is a wholly-owned subsidiary of Souper Salad, LLC ("SO LLC", "Member" or the "Parent"), which is a wholly owned subsidiary of BRIX Holdings, LLC ("BRIX" or the "Ultimate Parent"), and was formed in conjunction with the acquisition of the SOUPER SALAD franchise system. In August 2014 the Company's parent, SO LLC, acquired substantially all of the assets of the SOUPER SALAD franchise system. Subsequent to the completion of this acquisition SO LLC assigned the acquired franchise agreements to the Company at the allocated acquisition price.

The Company is in the business of granting franchises for the establishment and operation of cafés that feature a casual atmosphere and offers a menu of high quality, fire-roasted gourmet pizzas, fresh chopped salads, gourmet Italian gelato, and other items under the service mark "SOUPER SALAD".

The Company is a limited liability company, and therefore, the member is not liable for the debts, obligations or other liabilities of the Company, whether arising in contract, tort, or otherwise, unless the member has signed a specific guarantee

SO LLC has licensed the SOUPER SALAD trademarks and other intellectual property relating to the SOUPER SALAD franchise system to the Company under a perpetual license agreement (the "License"). The License grants the Company the right to use this trademark and other intellectual property for licensing them to franchisees of the Company in the United States.

The table below reflects the status and changes in franchised outlets for the years ended December 29, 2024, December 31, 2023 and January 1, 2023:

Franchised Outlets				
<u>Year</u>	<u>Start of Year</u>	<u>Opened</u>	<u>Closed or Ceased Operations – Other reasons</u>	<u>End of Year</u>
2022	4	0	1	3
2023	3	0	0	3
2024	3	0	0	3

Going Concern

Management has evaluated the ability of the Company to continue as a going concern as of December 29, 2024. Due to the positive earnings and positive cash flows from operations, management has concluded that there is not significant doubt about the Company's ability to continue as a going concern.

2. Significant Accounting Policies**Basis of Accounting**

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

Fiscal Year

The Company maintains its records on a 52/53 week accounting cycle which ends on the Sunday closest to December 31. Fiscal years ended December 29, 2024 ("fiscal 2024"), December 31, 2023 ("fiscal 2023") and January 1, 2023 ("fiscal 2022") were comprised of 52 weeks.

NOTES TO FINANCIAL STATEMENTS

2. Significant Accounting Policies (continued)

Use of Estimates

The preparation of the financial statements and accompanying notes in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue and expenses and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reported period. Estimates are used for the following, among others: revenue recognition, allowance for credit losses, and useful lives for amortization of long-lived assets. Actual results could differ from those estimates.

Fair Value of Financial Instruments

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

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

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

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

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

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

Cash and Cash Equivalents

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

Accounts Receivable

Accounts receivable consists of royalties, brand fund contributions and other fees due from franchisees, and are stated at the amount the Company expects to collect. The Company maintains allowances for credit losses for estimated losses resulting from the inability of its customers to make required payments. Management considers the following factors when determining the collectability of specific customer accounts: customer credit worthiness, past transaction history with the customer, current economic industry trends, and changes in customer payment terms. Past due balance over 90 days and other higher risk amounts are reviewed individually for collectability. If the financial condition of the Company's customers were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to an allowance. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance for credit losses.

Intangible Assets

Intangible assets are stated at cost less accumulated amortization. Intangible assets include franchise rights acquired as part of the business acquisition. The Company amortizes franchise rights on a straight-line basis over the remaining terms of the franchise agreements.

NOTES TO FINANCIAL STATEMENTS

2. Significant Accounting Policies (continued)**Impairment of Long-Lived Assets**

The Company assesses potential impairment of its long-lived assets whenever events or changes in circumstances indicate that the carrying value may not be recoverable. Factors that the Company considers important which could trigger an impairment review include, but are not limited to, significant under-performance relative to historical or projected future operating results, significant changes in the manner of use of the acquired assets or the strategy for the Company's overall business, and significant industry or economic trends. When the Company determines that the carrying value of the long-lived assets may not be recoverable based upon the existence of one or more of the above indicators, the Company determines the recoverability by comparing the carrying amount of the asset to net future undiscounted cash flows that the asset is expected to generate. If the carrying value is not recoverable, an impairment is recognized in the amount by which the carrying amount exceeds the fair value of the asset. During the years ended December 29, 2024, December 31, 2023 and January 1, 2023, no impairment charges were recognized related to long-lived assets.

Gift Card Liability

The Company authorizes the franchisees to sell gift cards. For fiscal years 2022 and prior, all proceeds from the sale of gift cards were remitted to the Company and a liability was established for the cash value of the gift card. The Company reimbursed the franchisees the redeemed value of the gift cards accepted as payment for products sold at the franchise units and the Company's liability was reduced. On January 1, 2023 the Company's ultimate parent, BRIX, assumed the outstanding gift card liability and the management and processing of gift cards for the Company and its franchisees. On January 1, 2024 the Company's parent, SO LLC, assumed the outstanding gift card liability and the management and processing of gift cards for the Company and its franchisees. The Company has not recognized any gift card breakage for the years ended December 29, 2024, December 31, 2023 and January 1, 2023.

Revenue Recognition**Franchise fees**

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

The Company sells individual franchises. The franchise agreements typically require the franchisee to pay an initial, non-refundable fee prior to opening the respective location(s).

A franchise agreement establishes a store developed in one or multiple defined geographic areas and generally provides for a 10-year initial term with the option to renew for two additional 5-year terms. The Company may charge a renewal fee. Subject to the Company's approval, a franchisee may generally renew the franchise agreement upon its expiration. If approved, a franchisee may transfer a franchise to a new or existing franchisee, at which point a transfer fee is typically paid by either existing or new franchisee, and the existing franchise agreement is terminated. A new franchise agreement is signed with the new franchisee with no franchise fee required beyond the transfer fee described. The term of the new franchise agreement is typically the longer of the remaining existing term or 5 years.

NOTES TO FINANCIAL STATEMENTS

2. Significant Accounting Policies (continued)**Revenue Recognition (continued)****Franchise fees (continued)**

Under the terms of its franchise agreements, the Company typically provides franchise rights, pre-opening services such as site selection and training, and ongoing services. The Company considers certain pre-opening activities and the franchise rights and related ongoing services to represent two separate performance obligations. The franchise fee revenue has been allocated to the two separate performance obligations using a residual approach. The Company has estimated the value of performance obligations related to certain pre-opening activities deemed to be distinct based on cost plus an applicable margin, and assigned the remaining amount of the initial franchise fee to the franchise rights and ongoing services. Revenue allocated to preopening activities is recognized when (or as) these services are performed, no later than opening date. Revenue allocated to franchise rights and ongoing services is recognized on a straight line basis over the contractual term of the franchise agreement as this ensures that revenue recognition aligns with the customer's access to the franchise right. Renewal fees are recognized over the renewal term of the respective franchise from the start of the renewal period. Transfer fees are recognized over the contractual term of the transfer agreement.

Royalties

Royalties are charged to franchisees, generally weekly, based on a percentage of the store's gross revenue, typically five percent, and are recognized as earned.

Brand development fund revenue

The Company maintains a brand development fund to advertise, market and promote the SOUPER SALAD brand and the franchise network. Funds are collected from franchisees based on an agreed-upon percentage of franchised stores' gross revenue and used to pay costs of, or associated with, marketing, advertising, promotional programs, public relations, and costs to administer the brand development fund. Although brand development fund revenue is not a separate performance obligation distinct from the underlying franchise right, the Company acts as the principal as it is primarily responsible for the fulfillment and control of the brand development services. As a result, the Company records brand development fund contributions in revenue and related brand development fund expenditures in expenses in the statements of operations. When brand development fund revenue exceeds the related brand development fund expenses in a reporting period, brand development fund expenses are accrued up to the amount of the brand development fund revenue recognized. Brand development fund revenue is contributed by franchisees based on one percent of the franchised stores' gross revenue and is recognized as earned.

Other revenue

Other revenue is comprised of technical services fees and termination fees and is recognized as earned.

Advertising and marketing

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

Income Taxes

The Company is treated as a partnership for tax purposes and, as such, is not liable for federal or state income tax. As a single-member limited liability company, and therefore a disregarded entity for income tax purposes, the Company's assets, liabilities, and items of income, deduction and credit are combined with and included in the income tax return of the Ultimate Parent. Accordingly, the accompanying financial statements do not include a provision or liability for federal or state income taxes. The Company recognizes income tax related interest and penalties in interest expense and other general and administrative expenses, respectively.

NOTES TO FINANCIAL STATEMENTS

2. Significant Accounting Policies (continued)**Income Taxes (continued)**

The Company's ultimate parent, BRIX, files income tax returns in the U.S. federal jurisdiction and the states in which it operates. The Company is subject to routine audits by taxing jurisdictions, however, there are currently no audits for any tax periods in progress. The Company believes it is no longer subject to income tax examinations for years prior to 2021.

In accordance with FASB ASC 740-10, *Income Taxes*, the Company is required to disclose uncertain tax positions. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more-likely-than-not be sustained upon examination by taxing authorities. The Company has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Company believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, the Company has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at December 29, 2024, December 31, 2023 and January 1, 2023.

Recent Accounting Pronouncements

In July 2025, the FASB issued ASU No. 2025-05, "Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets". This accounting standard amends ASC 326-20 to provide a practical expedient (for all entities) and an accounting policy election (available to all entities other than public business entities) related to the estimation of expected credit losses for current accounts receivable and current contract assets that arise from transactions accounted for under ASC 606. ASU No. 2025-05 will be effective for fiscal years, and interim periods within those years, beginning after December 15, 2025. Early adoption is permitted, with prospective application. The Company is currently evaluating the impact of adopting ASU No. 2025-05 on its financial statements.

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

Subsequent Events

In accordance with FASB ASC 855, Subsequent Events, the Company has evaluated subsequent events through October 7, 2025, the date on which these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

3. Certain Significant Risks and Uncertainties

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

NOTES TO FINANCIAL STATEMENTS

4. Revenue and Related Contract Balances

Disaggregation of Revenue

The following table disaggregates revenue by source for the years ended:

	December 29, 2024	December 31, 2023	January 1, 2023
Point in time:			
Royalties	\$ 218,774	\$ 206,393	\$ 194,591
Brand development fund revenue	43,755	40,681	35,453
Other revenue	4,876	4,594	9,084
Total point in time	\$ 267,405	\$ 251,668	\$ 239,128
Over time:			
Franchise fees	737	737	737
Total revenues	<u>\$ 268,142</u>	<u>\$ 252,405</u>	<u>\$ 239,865</u>

Contract Liabilities

Contract liabilities consist of deferred revenue resulting from initial franchise fees paid by franchisees, which are recognized on a straight-line basis over the term of the franchise agreement. The Company classifies these contract liabilities as deferred revenue on the balance sheets. The following table reflects the change in contract liabilities for the years ended:

	December 29, 2024	December 31, 2023	January 1, 2023
Deferred revenue – beginning of year	\$ 3,751	\$ 4,488	\$ 5,225
Revenue recognized during the year	(737)	(737)	(737)
New deferrals	-	-	-
Deferred revenue – end of year	<u>\$ 3,014</u>	<u>\$ 3,751</u>	<u>\$ 4,488</u>

The following table illustrates estimated revenues expected to be recognized in future years related to performance obligations that are unsatisfied (or partially unsatisfied) as of December 29, 2024:

Fiscal 2025	\$ 737
Fiscal 2026	737
Fiscal 2027	737
Fiscal 2028	737
Fiscal 2029	66
Total	<u>\$ 3,014</u>

5. Accounts Receivable

Accounts receivable consisted of the following:

	December 29, 2024	December 31, 2023	January 1, 2023
Accounts receivable	\$ 4,348	\$ 3,782	\$ 4,471
Less: allowance for credit losses	-	-	-
Accounts receivable, net	<u>\$ 4,348</u>	<u>\$ 3,782</u>	<u>\$ 4,471</u>

For the fiscal years 2024, 2023 and 2022, credit loss expense related to accounts receivable was \$0, \$1,000 and \$6,044, respectively.

NOTES TO FINANCIAL STATEMENTS

5. Accounts Receivable (continued)

The allowance for credit losses activity was as follows:

	December 29, 2024	December 31, 2023	January 1, 2023
Balance at beginning of year	\$ -	\$ -	\$ -
Provision for credit losses	-	1,000	6,044
Write-offs, net of recoveries	-	(1,000)	(6,044)
Balance at end of year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

6. Intangible Assets

The principal asset classifications of intangible assets, at cost, are as follows:

	December 29, 2024	December 31, 2023	January 1, 2023
Acquired franchise rights	\$ 1,137,978	\$ 1,137,978	\$ 1,137,978
Less: accumulated amortization	(1,137,978)	(1,137,978)	(1,134,134)
Intangible assets, net	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,844</u>

For the fiscal years 2024, 2023 and 2022, amortization expense was \$0, \$3,844 and \$9,996, respectively.

7. Related Party Transactions

Transactions with Ultimate Parent

The Company shares certain personnel, occupancy and other general and administrative costs with affiliates of its ultimate parent, BRIX. The allocation of shared cost is included as management fees in the statements of operations. This allocation was not made on an arm's-length basis. For the fiscal years 2024, 2023, and 2022, the Company recognized management fees payable to BRIX in the amounts of \$0, \$0 and \$52,469, respectively.

In fiscal 2023 the Company implemented a treasury management program in which the Company's excess cash balances are swept to its ultimate parent, BRIX, on a daily basis.

Transactions with Member

The Company and its Member frequently advance funds and pay expenses on behalf of one another for payment of general and administrative expenses. On January 1, 2023, the Company converted \$586,707 of its outstanding balance due from member to a distribution to member.

8. Commitments and Contingencies

Credit risk

Receivables consist primarily of amounts due from franchisees. The financial condition of these franchisees is dependent to some extent on the underlying business trends of the Company's brand. This concentration of credit risk is mitigated, in part, by the short-term nature of the receivables.

NOTES TO FINANCIAL STATEMENTS

8. Commitments and Contingencies (continued)

Customer Concentrations

For the fiscal years ended 2024, 2023 and 2022, concentration of royalties, brand development fund revenue and other revenue, and accounts receivable were as follow:

For the years ended December 31,	<u>2024</u>	<u>2023</u>	<u>2022</u>
Number of franchisees greater than 10%	3	3	3
Percentage of royalties, brand development fund revenue and other revenue	100%	100%	93%
Number of franchisees greater than 10%	3	3	3
Percentage of accounts receivable	100%	100%	97%

EXHIBIT F
LIST OF CURRENT AND FORMER FRANCHISEES

**LIST OF CURRENT FRANCHISEES
AS OF DECEMBER 28, 2025**

Restaurant #	Franchisee	Franchisee Contact	Street Address	City	State	Zip	Phone
18306	Cofer Investments, Inc.	Jamie Cofer	6703 Slide Rd.	Lubbock	TX	79424	806-794-0997
18338	ENAC LLC	Yvette Martinez	5822 Fairmont Pkwy.	Pasadena	TX	77505	832-738-0325
18309	Chess International Restaurants, LLC	Rafael Mario Chavez Nava and Simone Essmann	8900 Viscount A-J	El Paso	TX	79925	915-258-5530

**LIST OF FRANCHISEES WITH SIGNED FRANCHISE AGREEMENT
BUT STORE NOT OPEN AS OF DECEMBER 28, 2025**

Restaurant #	Franchisee	City	ST	Zip	Phone
None					

**FRANCHISEES WHO LEFT THE SYSTEM
AS OF DECEMBER 28, 2025**

Transferred:

Restaurant #	Franchisee	City	ST	Zip	Phone
None					

Nonrenewal:

Restaurant #	Franchisee	City	ST	Zip	Phone
None					

Terminated:

Restaurant #	Franchisee	City	ST	Zip	Phone
None					

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

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

LIST OF STATE ADMINISTRATORS AND STATE AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation 320 West 4 th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 (866) 275-2677	
HAWAII	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62701 (217) 782-4465	
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington St., Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360	
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1 st Floor P.O. Box 30212 Lansing, Michigan 48909 (517) 335-7622	
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1500	
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Fl New York, New York 10005 (212) 416-8222	

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NORTH DAKOTA	North Dakota Insurance & Securities Department 600 East Blvd. Ave., Dept. 401 Bismarck, North Dakota 58505 (701) 328-2910	
RHODE ISLAND	Securities Division Department of Business Regulation 1511 Pontiac Avenue, Building 68-2 Cranston, Rhode Island 02920 (401) 462-9585	
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	Director, Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street. 9 th Floor Richmond, Virginia 23219 (804) 371-9051	
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760	
WISCONSIN	Securities and Franchise Registration Wisconsin Securities Commission 345 West Washington Street, 4 th Floor Madison, Wisconsin 53703 (608) 266-8557	

EXHIBIT H
STATE EFFECTIVE DATES PAGE

SOUPER SALAD FC, LLC
STATE EFFECTIVE DATES

The following states have franchise laws that require that 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
South Dakota	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT I

RECEIPTS

v.1

Receipt

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Souper Salad FC, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Applicable state laws in Michigan requires us to provide you the disclosure document at least 10 Business Days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale and New York requires us to provide you the disclosure document at the earlier of the first personal meeting or 10 Business Days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Souper Salad FC, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit G to this disclosure document).

The franchisor is Souper Salad FC, LLC, located at 14860 Montfort Drive, Suite 150 PMB 34, Dallas, Texas 75254. Its telephone number is 214-302-5911.

Issuance Date: April 6, 2026

The franchise seller for this offering is (please complete):

Check All that Applies	Name	Principal Business Address	Telephone Number
	Sherif Mityas	14860 Montfort Drive, Suite 150 PMB 34, Dallas, Texas 75254	214-302-5932
	Roberto De Angelis	14860 Montfort Drive, Suite 150 PMB 34, Dallas, Texas 75254	602-722-4641
	Joe Amodio	6815 NW 108 th Avenue, Parkland, FL 33076	832-541-9823
	Bob DiBartolomeo	8107 Longmeadow Lane, Tallahassee, Florida 32312	850-668-1010

I received a disclosure document with an issuance date of April 6, 2026 (or the date reflected on the State Effective Dates page) that included the following Exhibits:

- Exhibit A – Franchise Agreement and State-Specific Addenda
- Exhibit B – Area Development Agreement and State-Specific Addenda
- Exhibit C – General Release (Sample Form Only)
- Exhibit D – Table of Contents of Confidential Operations Manual
- Exhibit E – Financial Statements
- Exhibit F – List of Current and Former Franchisees
- Exhibit G – List of State Administrators and Agents for Service of Process
- Exhibit H – State Effective Dates Page
- Exhibit I – Receipts

DATED: _____

PRINTED NAME

SIGNED, INDIVIDUALLY AND AS AN OFFICER OF
_____(A CORPORATION)
_____(A PARTNERSHIP)
_____(A LIMITED LIABILITY COMPANY)

[RETURN THIS COMPLETED FORM TO SOUPER SALAD FC, LLC]

Receipt

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Souper Salad FC, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Applicable state laws in Michigan requires us to provide you the disclosure document at least 10 Business Days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale and New York requires us to provide you the disclosure document at the earlier of the first personal meeting or 10 Business Days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Souper Salad FC, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit G to this disclosure document).

The franchisor is Souper Salad FC, LLC, located at 14860 Montfort Drive, Suite 150 PMB 34, Dallas, Texas 75254. Its telephone number is 214-302-5911.

Issuance Date: April 6, 2026

The franchise seller for this offering is (please complete):

Check All that Applies	Name	Principal Business Address	Telephone Number
	Sherif Mityas	14860 Montfort Drive, Suite 150 PMB 34, Dallas, Texas 75254	214-302-5932
	Roberto De Angelis	14860 Montfort Drive, Suite 150 PMB 34, Dallas, Texas 75254	602-722-4641
	Joe Amodio	6815 NW 108 th Avenue, Parkland, FL 33076	832-541-9823
	Bob DiBartolomeo	8107 Longmeadow Lane, Tallahassee, Florida 32312	850-668-1010

I received a disclosure document with an issuance date of April 6, 2026 (or the date reflected on the State Effective Dates page) that included the following Exhibits:

- Exhibit A – Franchise Agreement and State-Specific Addenda
- Exhibit B – Area Development Agreement and State-Specific Addenda
- Exhibit C – General Release (Sample Form Only)
- Exhibit D – Table of Contents of Confidential Operations Manual
- Exhibit E – Financial Statements
- Exhibit F – List of Current and Former Franchisees
- Exhibit G – List of State Administrators and Agents for Service of Process
- Exhibit H – State Effective Dates Page
- Exhibit I – Receipts

DATED: _____

PRINTED NAME

SIGNED, INDIVIDUALLY AND AS AN OFFICER OF
_____(A CORPORATION)
_____(A PARTNERSHIP)
_____(A LIMITED LIABILITY COMPANY)

[RETURN THIS COMPLETED FORM TO SOUPER SALAD FC, LLC]